580.

SUPREME COURT OF THE UNITED STATES.

No. 75.

JAMES C. C. BELL AND ROBERT GRANT, PL'FFS IN ER.,

vs.

MATTHIAS BRUEN.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE SOUTHERN DIST. OF N. YORK.

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S. D. Langtree, Print.

UNITED STATES OF AMERICA, *ss:*

[L. S.] The President of the United States of America, to the Judges of the Circuit Court of the United States, for the Southern District of New York, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court before you, or some of you, between James C. C. Bell and Robert Grant, plaintiffs, and Matthias Bruen, defendant, a manifest error hath happened, to the great damage of the said plaintiffs, as by their complaint appears: We, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, to be held at the city of Washington, D. C., together with this writ, so that you have the same at Washington, on the second Monday of January next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the law and custom of the United States should be done.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this second Monday of January, in the year of our Lord one thousand eight hundred and forty-one, and of the independence of the United States, the sixty-fifth.

JAS. W. METCALF,
Clerk of the Circuit Court of the United States, for the Southern District of New York, in the Second Circuit.

The answer of the honorable Smith Thompson and Samuel R. Betts, judges of the circuit court of the United States, for the southern district of New York, second circuit, to the within writ containing the citation, bill of exception, assignment of errors, and other proceedings in the cause, appears by the schedules hereunto annexed.

Attest:

JAS. W. METCALF,
Clerk Circuit Court.

By the Honorable Smith Thompson, one of the judges of the circuit court of the United States, for the southern district of New York, in the second circuit—to Matthias Bruen.

Whereas, James C. C. Bell and Robert Grant lately issued out of the Supreme Court of the United States, a writ of error directed to the judges of the circuit court of the United States, for the southern district of New York, in the second circuit, stating, that in the record and proceedings, as also in the rendition of the judgment of a plea in the said court before the judge thereof, between the said James C. C. Bell and Robert Grant, plaintiff, and the said Matthias Bruen, defendant, a manifest error hath happened, to the great damage of the said James C. C. Bell and Robert Grant.

And whereas, for the correction of that error in due manner, the said writ has been issued, returnable at the next stated Supreme Court of the United States, to be held at the city of Washington, on the second Monday of January next; you are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the said second Monday of January next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at the city of New York, in the southern district of New York, in the second circuit, the first day of December, in the year of our Lord one thousand eight hundred and forty-one, and of the independence of the United States the sixty-sixth.

SMITH THOMPSON.

I admit due service of the within citation.

GEO. W. STRONG,
Attorney for def'ts.

In the Circuit Court of the United States, for the southern district of New York.

Pleas in the circuit court of the United States, for the southern district of New York, holden at the city hall in the city of New York, in the said district, before the judges of the said court, on the ninth day of December, as yet of November term, in the year of our Lord one thousand eight hundred and thirty-nine.

Witness, Roger B. Taney, Esq., Chief Justice of the Supreme Court of the United States.

FREDERICK J. BETTS, *Clk.*

Southern District of New York, *ss:*

James C. C. Bell and Robert Grant, aliens, put in their place Daniel Lord, Junior, their attorney, against Matthias Bruen, a citizen of the State of New Jersey, in a plea of trespass on the case upon promises.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Matthias Bruen, a citizen of the State of New Jersey, puts in his place George W. Strong, his attorney, at the suit of James C. C. Bell and Robert Grant, aliens, in the plea aforesaid.

SOUTHERN DISTRICT OF NEW YORK *ss:*

Be it remembered, that on the ninth day of December, as yet of this same term, in the Circuit Court of the United States, for the southern district of New York, holden at the city hall in the city of New York, in the said district, before the judges of the same court, come James C. C. Bell and Robert Grant, aliens, by Daniel Lord, Jr., their attorney, and bring into the said court now here before the aforesaid judges thereof, their certain bill against Matthias Bruen, a citizen of the State of New Jersey, being in custody, &c., of a plea of trespass on the case upon promises; and there are pledges for the prosecution thereof, to wit, John Doe and Richard Roe, which said bill follows in these words, to wit:

SOUTHERN DISTRICT OF NEW YORK, *ss:*

James C. C. Bell and Robert Grant, aliens, subjects of the Queen of the United Kingdom of Great Britain and Ireland, plaintiffs, by Daniel Lord, Jr., their attorney, complain of Matthias Bruen, a citizen of the State of New Jersey, defendant, being in custody, &c.

For that, whereas, the said plaintiffs, at the several times hereinafter mentioned, were aliens as aforesaid, and traded at London, in England, in copartnership, under the firm of Bell & Grant, and the defendant was citizen as aforesaid, to wit, at the city of New York, in the southern district of New York.

And, whereas, heretofore, to wit, on the twenty-third day of April, in the year of our Lord one thousand eight hundred and thirty-one, the said defendant, by a certain letter in writing, by him subscribed and addressed to the said plaintiffs at London, and to them delivered, reciting therein that one William H. Thorne had informed him, the said defendant, that he, the said William H. Thorne, had had a credit for two thousand pounds, given by them, the plaintiffs, in his favor, with a certain firm of Archias & Co., to give facilities to the business of the said William H. Thorne, at Marseilles, and expressing the defendant's obligations to the plaintiffs for the continuation of their friendship to the said William H. Thorne; he, the said defendant, did, in the said letter, further promise that they might consider that, as well as any and every credit they might open in favour of him, the said William H. Thorne, as being under the guaranty of him, the said defendant, to wit, at the city of New York aforesaid.

And the said plaintiffs aver that afterwards and forthwith, upon

the reception of the said letter of the said defendant, to wit, on the fourteenth day of June, in the year last aforesaid, the said plaintiffs gave to the said defendant notice that they had received the said letter of guaranty, and should "*confide*" therein, to wit, at the city of New York aforesaid.

And the said plaintiffs further aver, that, confiding in the said letter of guaranty of the said defendant, and relying on the same, they acted and continued to act thereon from the said date of the said letter of guaranty, until the opening of the credits hereinafter more particularly mentioned, by opening credits in favor of the said William H. Thorne, from time to time, during the whole of the said period, without any revocation or withdrawal, by the said defendant, of his said guaranty, to wit, at the city of New York aforesaid.

And the said plaintiffs further say, that, after the reception of the said letter of guaranty, and while the same remained in full force, and before the commencement of this suit, to wit, on the thirty-first day of March, in the year of our Lord one thousand eight hundred and thirty-six, they, the plaintiffs, were requested by the said William H. Thorne, *to open a credit* in his favor, authorizing certain persons trading under the firm of La Cave and Echicopar, to draw on the said plaintiffs to the extent of two thousand five hundred pounds sterling, and that thereupon the said plaintiffs, confiding in the said letter of guaranty, opened such credit according to the said last mentioned request, to wit, on the day and year and at the place last aforesaid, and thereupon the said La Cave & Echicopar, under the said credit so opened as last aforesaid, drew their certain bill of exchange, bearing date at Cadiz, on the twenty-second day of November, in the year of our Lord one thousand eight hundred and thirty-six, and addressed the same to the said plaintiffs, requesting them at usance and a half, to pay to the order of themselves, the said drawers, three hundred and eighty-five pounds sterling value, per commissary, and to place the same to the account of W. H. T., (the said William H. Thorne, meaning,) and then and there negotiated the said bill of exchange in the usual course of trade, which bill of exchange the said plaintiffs afterwards, on sight thereof, accepted, and, upon the maturity thereof, to wit, on the twenty-fifth day of February, in the year of our Lord one thousand eight hundred and thirty-seven, out of their own proper monies paid.

And the said plaintiffs further say, that after the reception of the said letter of guaranty, and while the same remained in full force, and before the commencement of this suit, to wit, on the thirty-first day of October, in the year of our Lord one thousand eight hundred and thirty-four, the said plaintiffs were requested by the said William H. Thorne, to open another credit for his account to certain persons trading at Gibralter, under the firm of R. Anderson & Co., to the extent of four thousand pounds sterling, and thereupon afterwards, to wit, on the same day and year, and at London,

to wit, at the city of New York aforesaid, the said plaintiffs, confiding in the said letter of guaranty of the said defendant, opened such last mentioned credit according to the said last mentioned request; and thereupon, the said persons, trading under the said firm of R. Anderson & Co., under the said last mentioned credit, drew a certain bill of exchange bearing date at Gibralter, the sixteenth day of December, in the year of our Lord one thousand eight hundred and thirty-six, and addressed the same to the said plaintiffs, requesting them at ninety days after date, to pay to the order of themselves, the said drawers, three hundred and eighteen pounds twelve shillings and six pence sterling, and to place to account of W. H. T., (William H. Thorne, meaning,) as advised. And the said R. Anderson & Co. then and there negotiated the said bill of exchange in the usual course of trade, which last mentioned bill of exchange the said plaintiffs afterwards, on sight thereof, accepted, and upon the maturity thereof, out of their own monies, paid the same, to wit, on the nineteenth day of March, in the year of our Lord one thousand eight hundred and thirty-seven, and at the city of New York aforesaid.

And the said plaintiffs further say, that after the reception of the said letter of guaranty, and while the same remained in full force, and before the commencement of this suit, to wit, on the fifteenth day of August, in the year of our Lord one thousand eight hundred and thirty-six, the said plaintiffs were requested by the said William H. Thorne, to open another credit for his account to certain persons trading at Smyrna, under the firm of Amic, Zipcey & Co., to the extent of three thousand five hundred pounds sterling; and thereupon afterwards, to wit, on the same day and year, and at London, to wit, at the city of New York aforesaid, the said plaintiffs, confiding in the said letter of guaranty of the said defendant, opened such last mentioned credit according to said last mentioned request; and thereupon, the said persons trading under the said firm of Amic, Zipcey & Co., under the last mentioned credit, drew two certain bills of exchange, both dated at Smyrna, the seventh day of January, in the year of our Lord one thousand eight hundred and thirty-seven, and addressed the same to the said plaintiffs; by one of which bills of exchange, the said Amic, Zipcey & Co. requested the plaintiffs, sixty-one days from sight, to pay to the order of Mr. Gio Papasian, one thousand five hundred and ninety pounds sterling, and then and there delivered that bill to the said payee thereof, and by the other of the said bills of exchange, the said Amic, Zipcey & Co. requested the plaintiffs, sixty-one days from sight, to pay to the order of Messrs. Guistimann Spouty & Co., one hundred and forty pounds sterling, and then and there delivered the said bill to the said payee thereof; and the said plaintiffs afterwards, to wit, on the seventh day of February, in the same year last aforesaid, on sight thereof, accepted, and when the same became due, with their own proper monies, paid the same, according

to the tenor thereof, to wit, on the same day and year last aforesaid, at London, to wit, at the city of New York aforesaid.

And the said plaintiffs further say, that after the reception of the said letter of guaranty, and while the same remained in full force, and before the commencement of this suit, to wit, on the eighth day of March, in the year of our Lord one thousand eight hundred and thirty-seven, the said plaintiffs were requested by the said William H. Thorne to open a credit to him for three thousand five hundred pounds; and thereupon the plaintiffs on the same day and year, to wit, at the city of New York, confiding in the said letter of guaranty of said defendant, opened such last mentioned credit, according to the last mentioned request, and thereupon one George F. Darby, acting on behalf of the plaintiffs, at the request of the said William H. Thorne, drew four certain bills of exchange, under and upon the credit opened as last aforesaid; all dated at New York, on the eighth day of March, in the said year eighteen hundred and thirty-seven, and addressed to these plaintiffs, by one of which last mentioned bills, the said George F. Darby requested these plaintiffs, sixty days after sight, to pay to the order of the said William H. Thorne one thousand pounds sterling; by another of the said last mentioned bills, the said George F. Darby requested these plaintiffs, sixty days after sight, to pay to his own order one thousand pounds sterling, and endorsed the same; by another of the said bills of exchange, the said George F. Darby requested these plaintiffs to pay to the order of the said William H. Thorne one thousand pounds sterling; and by the other of the said last mentioned bills of exchange, the said George F. Darby requested these plaintiffs to pay to the order of the said William H. Thorne five hundred pounds sterling, all of which last mentioned four bills of exchange were delivered to the said William H. Thorne; and afterwards, upon presentation to these plaintiffs, were by them accepted, and when the same respectively became due, were by them paid out of their own proper monies, to wit, on the seventeenth day of June, in the year last aforesaid, and at London, to wit, at the city of New York aforesaid.

And these plaintiffs aver that the said several bills of exchange, so paid as aforesaid by these plaintiffs, in sterling money, amounted to a large sum of money, to wit, five thousand nine hundred and thirty-three pounds twelve shillings and six pence, of the value of thirty thousand dollars, lawful money of the United States, to wit, &c.

And the said plaintiffs further say, that after the payment of the said several bills of exchange, they gave notice to the said William H. Thorne of the said advances, and payments by them for his account upon the credits so granted to him as aforesaid, to wit, on the thirty-first day of December, in the year of our Lord one thousand eight hundred and thirty-eight, at the city of New York aforesaid, and then and there requested the said William H. Thorne to

pay the same; but the said William H. Thorne then and there, and at all times since, hath neglected and refused to pay the same, or any part thereof; of all which said several premises the said defendant then and there, to wit: on the same day and year, and at the place last aforesaid, had notice from the said plaintiffs; by means whereof, and according to the force and effect of the said letter of guaranty, the defendant then and there became liable to pay to the said plaintiffs the aforesaid amount of the said sums so paid by them, as aforesaid; and being so liable, he, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year, and at the place last aforesaid, undertook and to the said plaintiffs faithfully promised to pay the same to them whenever he, the said defendant, should be thereunto afterwards requested. Yet the defendant, although by the plaintiffs often afterwards requested, hath not paid the same or any part thereof to the said plaintiffs; but so to do hath wholly neglected and refused, and still doth neglect and refuse, to the damage of the plaintiffs fifty thousand dollars, and thereof they bring suit, &c.

And the said defendant, by George W. Strong, his attorney, comes and defends the wrong and injury, when, &c., and says that he did not undertake or promise in manner and form as the said plaintiffs have above thereof complained against him, and of this he puts himself upon the country, &c., and the said plaintiffs do the like, &c.

And for a further plea in this behalf, by leave of the court here, for the purpose first had and obtained according to the form of the statute in such case made and provided, the said defendant says, that the said plaintiffs ought not to have or maintain their aforesaid action thereof against him, because he says that the said several supposed causes of action in the said declaration mentioned did not, nor did any of them accrue to the said plaintiffs at any time within six years next before the commencement of this suit, in manner and form as the said plaintiffs have above thereof complained against him, and this he, the said defendant, is ready to verify; wherefore he prays judgment, if the said plaintiffs ought to have or maintain their aforesaid action thereof against him, &c.

And the said plaintiffs, as to the said plea of the said defendant by him secondly above pleaded, say that the said plaintiffs, by reason of any thing by the said defendant in that plea alleged, ought not to be barred from having and maintaining their aforesaid action thereof, against the said defendant, because they say that the said several causes of action in the said declaration mentioned, and each and every of them, did accrue to the said plaintiffs, within six years next before the commencement of this suit, in manner and form as the said plaintiffs have above thereof complained against the said defendant, to wit, at the southern district of New York, aforesaid. And this the said plaintiffs pray may be enquired of by the country; and the defendant likewise, &c.

Therefore, as well to try this issue as the said other issue above joined, let a jury thereupon come before the Judges of the Circuit Court of the United States for the southern district of New York, at the City Hall in the city of New York, on the first Monday of April next, each of whom, &c., by whom, &c., and who neither, &c., to recognize, &c., because as well, &c.; the same day is given to the parties aforesaid there, &c.

At which day, before the Judge of the Circuit Court of the United States, for the southern district of New York, at the City Hall in the city of New York, come the parties aforesaid, by their attornies aforesaid, and the marshal to whom the writ aforesaid was in form aforesaid directed, hath not returned the same, nor hath he done any thing thereupon. Therefore as before, let a jury thereupon come before the Judges of the Circuit Court of the United States, for the southern district of New York, at the City Hall in the city of New York, on the last Monday of November next, each of whom, &c., by whom, &c., and who neither, &c., to recognize, &c., because as well, &c., the same day is given to the parties aforesaid there, &c.

At which day, that is to say, on the eleventh day of December, as yet of November term, in the year of our Lord one thousand eight hundred and forty, before the Judges of the Circuit Court of the United States, for the southern district of New York, at the City Hall in the city of New York, come the parties aforesaid, by their attornies aforesaid, and the jurors of the jury whereof mention is above made, being summoned, also come, who, to speak the truth of the matters above contained, being elected, tried, and sworn, upon their oaths say as to the issue first above joined, that the said Matthias Bruen did not undertake or promise in manner and form as the said James C. C. Bell and Robert Grant have above thereof complained against him; and the jurors aforesaid, upon their oaths aforesaid, also say as to the issue lastly above joined, that the several supposed causes of action in the said declaration mentioned, did not, nor did any of them, accrue to the said James C. C. Bell and Robert Grant, at any time within six years next, before the commencement of this suit, in manner and form as the said James C. C. Bell and Robert Grant have above thereof complained against him, the said Matthias Bruen.

Therefore, it is considered by the said Circuit Court of the United States for the southern district of New York, now here before the aforesaid Judges thereof, that the said James C. C. Bell and Robert Grant, take nothing by their said bill; but that they and their pledges to prosecute be in mercy, &c.; and that the said Matthias Bruen do go thereof without day, &c.

And it is further considered by the said Circuit Court of the United States for the southern district of New York, now here before the aforesaid Judges thereof, that the said Matthias Bruen do recover accord-

Judgment signed this 23d day of November, 1841.
J. W. METCALF, *Clerk.*

ing to the form of the statute in such case made and provided, against the said James C. C. Bell, and Robert Grant, eighty-three dollars and ninety-six cents, for his costs and charges by him about his defence in this behalf laid out and expended, by the said Court now here adjudged to him and with his assent; and that he have execution therefor, &c.

CIRCUIT COURT OF THE UNITED STATES,
Southern District of New York, ss.

As yet of the stated term commencing on the last Monday of November, in the year of our Lord, one thousand eight hundred and forty.

Be it remembered, that on the eleventh day of December of this same stated term of the Circuit Court of the United States for the southern district of New York, in the Second Circuit, before the Honorable Smith Thompson, Associate Justice, and the Honorable Samuel R. Betts, District Judge, in said Circuit Court, the issue within contained joined between the within named James C. C. Bell and Robert Grant, aliens, subjects of her Majesty the Queen of the United Kingdom of Great Britain and Ireland, plaintiffs, and Matthias Bruen, a citizen of the State of New Jersey, defendant, came on to be tried; and the said parties by their respective attorneys before the said Judges came, and the jurors of the jury in this behalf, duly summoned, also came, to say the truth in this behalf, are elected, tried and sworn.

And the counsel of the said plaintiff, to maintain and prove the said issue on their behalf, give in evidence a certain letter admitted to be signed by the defendant and addressed to the plaintiffs in the words following, that is to say:

New York, 23d April, 1831.

Messrs. BELL & GRANT, London.

Dear Sir,—Our mutual friend, Mr. Wm. H. Thorne, has informed me that he has a credit for two thousand pounds, given by you in his favor with Messrs. Archais & Co., to give facilities to his business at Marseilles. In expressing my obligations to you for the continuation of your friendship to this gentleman, I take occasion to state, that you may consider this, as well as any and every other credit you may open in his favour, as being under my guaranty.

I am, dear sirs,
Your friend and servant,
M. BRUEN.

And the counsel for the plaintiffs produced a commission which had been issued and executed in this cause for the examination of one Oswald Alexander Schenck, a witness on the part of the plaintiffs, and read therefrom the following interrogatories and answers thereto, of the said Oswald Alexander Schenck, on such examination.

Oswald Alexander Schenck, of 18 Grove Terrace, New Peckham, in the county of Surrey, Commercial Agent, aged thirty-one years and upwards, being duly and publicly sworn, pursuant to the direction hereto annexed, and examined on the part of the plaintiffs, doth depose and say as follows, videlicet:

First Interrogatory.—What is your age, place of residence and calling in life?

To the first interrogatory, deponent saith, that his place of residence and calling in life are as immediately above described.

Second.—Are you acquainted with the parties named in the title to these interrogatories or with any of them? With which are you so acquainted, and how long have you been thus acquainted?

To the second interrogatory, deponent saith, that he is acquainted with James Christian Clement Bell and Robert Grant, the plaintiffs named in the title to the interrogatories, on which he, deponent, is now under an examination; and that he has been acquainted with them for these seventeen or eighteen years past; and that he hath known Matthias Bruen, the defendant named in the title to the said interrogatories, for about four years past; the said Matthias Bruen having about four years since visited London, when the deponent saw and became acquainted with him.

Third.—Were you in the employment or service of Bell and Grant, of London, in the month of June, in the year of our Lord one thousand eight hundred and thirty-one, or about that time? In what capacity were you employed by them; and how long have you since continued in their employments, and in what capacity?

To the third interrogatory, this deponent saith, that he was in the employment of Bell and Grant of London, the said plaintiffs, in the month of June, one thousand eight hundred thirty-one, in the capacity of writing and out-door clerk; and that he continued in their employment until the month of March, one thousand eight hundred and thirty-eight, part of the said time in the capacity aforesaid, and for other part, and about the last six years thereof, in the capacity of custom-house clerk.

Fourth.—Have you any knowledge of the transmission of any letter from the plaintiffs to the defendant in June, in the year eighteen hundred and thirty-one, and particularly of a letter bearing date on or about the eleventh day of June of that year? If yea, declare whether any letter was written, at that time, by the plaintiffs or their firm to the defendant? Was the same forwarded; and if yea, to what address, by what conveyance or means of transmission? What was at that time the usual mode of transmitting letters from

London to New York? What are the means and circumstances of your knowledge of such transmission?

To the fourth interrogatory, this deponent saith, that he doth know of the transmission of a letter from the plaintiffs to the defendant in June, in the year one thousand eight hundred and thirty-one; and which bore date the fourteenth day of June, in that year; but he doth not know of any letter so transmitted which bore date the eleventh day of the said month of June; and deponent saith, that the said letter of the said plaintiffs to the said defendant, of the said fourteenth day of June, one thousand eight hundred and thirty-one, was written on or about the day it bears date, in duplicate; and that one part of such letter was written by one of the said plaintiffs, but which of them deponent does not now recollect; and the other part of such letter was written by deponent, and that both parts of the said letter were signed by one or other of the said plaintiffs, in the manner of their firm of Bell and Grant; and were both addressed to the defendant, in New York, deponent having seen such signature & address to each part of the said letter, and deponent saith that both parts of the said letter were to the knowledge of deponent forwarded at the times hereinafter mentioned, to the address, "Matthias Bruen, Esq., New York," by packets running between England and New York, and then about to sail, and which was, at the time, usual mode of transmitting letters from London to New York; and deponent saith, that one of such parts of the said letter was enclosed in a letter addressed by the said Bell and Grant to "G. F. Darby, Esquire, New York," and containing a request to the said G. F. Darby, to deliver the said enclosed letter to the said Matthias Bruen, and that the said letter to the said G. F. Darby, with the said part of the said letter to the said Matthias Bruen, so enclosed therein, was on or about the said fourteenth day of June, one thousand eight hundred and thirty-one, put by deponent into the ship letter bag then lying at the North and South American Coffee House in London for the reception of letters for New York, by the ship or packet New York, then about to sail to New York from Liverpool.

And deponent saith, that the other part of the said letter was forwarded by deponent to the said Matthias Bruen direct, for deponent saith, that such other part of the said letter was, after being sealed, and so as aforesaid directed to the said Matthias Bruen, at New York, on or about the eighteenth day of June, one thousand eight hundred and thirty-one, put by deponent into the ship letter bag, then lying at the said North and South American Coffee House for the reception of letters for New York, by the ship or packet "President," then about to sail for New York, from Portsmouth. And deponent saith, that he is enabled to depose to the facts set forth in this, his deposition, to the said fourth interrogatory, not only from his general recollection of the same, but more particularly, from his having made, at the time of the writing and forwarding of the said letter to the said Matthias Bruen and G. F.

Darby, a copy of the same, respectively, in the letter book of the said Messieurs Bell and Grant, and also, minutes of the transmission of the said letters in the postage book, kept by deponent, and to which letter book and postage book, and the said copies and minutes therein, deponent now refers.

Fifth. What were the contents of such letter or letters? Have you any copy thereof before you? How do you know it to be a copy? Produce and deliver such copy to the commissioners, to be annexed to your examination, and declare if the same be a true and correct copy; and if not, declare in what it varies from the original? If you do not deliver such copy to the commissioners, declare why you do not, and deliver to them a copy thereof, to be annexed to your examination, and declare if that copy be authentic.

To the fifth interrogatory, deponent saith, that the contents of the letter so written, and sent in duplicate to the said defendant, Matthias Bruen, as stated in deponent's deposition to the preceding interrogatory, were according to the words and figures set forth in the paper writing marked A, now exhibited by deponent to the commissioner appointed to take this his examination, and given in by deponent to the said commissioner, to be annexed to, and taken as part of deponent's examination to this interrogatory.

And deponent further saith, that previously to the forwarding of the said two parts of the letter to the said Matthias Bruen, as stated in deponent's deposition to the preceding interrogatory, a copy of the said letter was made in the letter book of the said Bell and Grant, by deponent, as therein also stated, and deponent knows such copy to be a true copy of the said two parts of said letter, from the fact of the said copy having been so made by deponent himself, and also from the said copy having been carefully examined by deponent, with the said two parts of the said letter, before the same were respectively sealed up and despatched. And deponent saith, that the letter book which he now produces to the said commissioner, is the said letter book of the said Messieurs Bell and Grant, and the copy of the letter therein written, which he now refers to, and points out to the said commissioner, is the said copy of the said two parts of the said letter to the said Matthias Bruen, so written therein by deponent, as hereinbefore stated, but deponent cannot deliver the said copy to the said commissioner to be annexed to this deponent's examination, because the said letter book containing the said copy is not deponent's property, and because such letter book is of large dimensions, and the said copy cannot be extracted therefrom, without mutilating other copies of other letters with, and over which the same is connected and written; and deponent saith, that the paper writing marked A, so as aforesaid delivered in by him to the said commissioner, to be annexed to this his deposition to the said fifth interrogatory, is a true and correct transcript and copy of the said copy of the said two parts of the said letter to the said Matthias Bruen, so made by deponent, in the said letter book, as hereinbefore stated by him, and deponent declares the same to be au-

thentic in every particular, he having carefully examined and compared the same with the said copy of the said letter, so made by him in the said letter book as aforesaid.

Sixth. Do you know of any letters by Bell and Grant, opening or confirming credits on behalf of W. H. Thorne, to the firms next mentioned, about the dates next mentioned, that is to say:

To La Cave & Echicopar, in April or May, 1836;

To R. Anderson & Co., in November or December, 1834;

To Amic Zipcey & Co., in September or October, 1836.

Or do you know of any such letters? and if yea, to which does your knowledge relate? Declare whether such letters, or any of them, were forwarded, at what date, to what address, and by what conveyance; and what was at that time the usual mode, among merchants, of transmitting letters from London to the place of address of such letters? What are your means of knowing that such letters were transmitted? Can you produce and prove copies thereof, or of any of them? If yea, produce copies thereof, and declare how you know the same to be authentic copies? Were acknowledgements received of the reception of such letters by those to whom they were addressed? If yea, where are such acknowledgements?

To the sixth interrogatory, deponent says, that he doth know of the following letters being written by Messieurs Bell and Grant, opening or confirming credits on behalf of W. H. Thorne, to the firms next mentioned, that is to say: two letters to La Cave and Echicopar, of the respective dates of the twenty-fifth of April, and twenty-third of May, one thousand eight hundred and thirty-six; one letter to R. Anderson & Co., of the fourteenth November, one thousand eight hundred and thirty-four, and one letter to Amic Zipcey & Co., of the tenth September, one thousand eight hundred and thirty-six. And deponent saith, that each of the said last mentioned letters, after having been written by either the said James Christian, Clement Bell, or Robert Grant, but which of them, in particular, deponent does not now recollect, were immediately copied into their letter book of the time, and the said copies were respectively examined by deponent with the said original letters, before the same were respectively sealed up; and the said several original letters were, after such examination by deponent, respectively sealed up, and directed by deponent to the following addresses, that is to say: the said two letters to the said La Cave & Echicopar, to "Messrs. La Cave & Echicopar, Cadez," the said letter to the said R. Anderson & Co., to "Messrs. R. Anderson & Co., Gibraltar," and the said letter to the said Amic Zipcey & Co., to "Messrs. Amic Zipcey & Co., Smyrna;" and deponent saith, that after he, deponent, had respectively sealed up and directed the said several last mentioned letters as hereinbefore stated, he placed the same in the open letter box in the counting house of the said Bell & Grant, to be taken with other letters from the said Bell & Grant to the general post office in London, (which was the usual mode

amongst merchants of transmitting letters from London to the respective places of address of such letters,) by a clerk, then in the employ of the said Bell & Grant, but who, some time since, left the same, and is now, as deponent believes, residing abroad, and whose duty it was to take the letters of the said Bell & Grant to the post office, and deponent verily believes, that the said several letters were duly put into the London general post office and forwarded to their respective addresses, on or about the days on which they respectively bear date, because the aforesaid clerk of the said Bell & Grant, accounted at the time, as was his duty, with deponent, for the postage paid by him at the said Post office on the said letters respectively, and because an acknowledgement of each of the said letters was, to deponent's knowledge afterwards, and in due course received by the said Bell & Grant from the firm to which such letter was so as aforesaid addressed. And deponent saith, that the said two letters so written to the said La Cave & Echicopar, as herein deposed to, were in the words and figures, or to the purport and effect contained in the paper writings B and C, now exhibited by him to the said commissioner, and given in to him by deponent to be annexed to, and taken as part of deponents examination to this interrogatory, and that the said letter to the said R. Anderson & Co., of the said fourteenth November, one thousand eight hundred and thirty-four, was in the words and figures, or to the purport and effect set forth in the paper writing marked D, now also exhibited by deponent to the said commissioner, and given in by deponent to be annexed to, and taken as part of deponent's examination to this interrogatory. And that the said letter to the said Zipcey & Co., of the said tenth of September, one thousand eight hundred and thirty-six, was in the words and figures, or to the purport and effect set forth in the paper writing marked E, now also exhibited by deponent to the said commissioner, and given in by deponent to be annexed to, and taken as part of his examination to this interrogatory. And deponent saith, that the several letter books which he now produces to the said commissioner are, respectively, the letter books of the said Bell & Grant, wherein were, and are entered, and made the copies of the said several letters to the said La Cave & Echicopar, of the said twenty-fifth April, and twenty-third May, one thousand eight hundred and thirty-six, to the said R. Anderson & Co., of the said fourteenth November, one thousand eight hundred and thirty-four, and to the said Amic, Zipcey & Co., of the said tenth September, one thousand eight hundred and thirty-six; but for the same reasons as are stated by deponent in his deposition to the fifth interrogatory, deponent cannot deliver the said copies of the said several last mentioned letters to the said commissioner, to be annexed to this deponent's examination; but deponent saith, that the said several paper writings, marked respectively B, C, D and E, and so as aforesaid delivered in by him to the said commissioner, to be annexed to this

deponent's deposition to the said sixth interrogatory, are true and correct transcripts or copies from the said letter books of the said Bell & Grant, of the said several letters to the said La Cave & Echicopar, R. Anderson & Co., and Amic, Zipcey & Co., so copied therein, as stated by deponent in his deposition to the said sixth interrogatory; said deponent having carefully compared and examined the said several transcripts or copies, with the said several entries or copies in the said letter books, and he now declares the same to be authentic in every particular. And deponent saith, that letters of acknowledgement from the said several firms of La Cave and Echicopar, R. Anderson & Co., and Amic, Zipcey & Co., of the said several letters, hereinbefore stated by deponent to have been respectively written and forwarded to them by the said Bell & Grant, as aforesaid, were received by the said Bell & Grant, in the due course of business, as deponent saw and read the said several letters of acknowledgement, and knows the same to have been respectively signed by the firm from which they respectively purported to come, deponent being enabled to speak to the respective signatures of said several firms, from the said firms being correspondents of the said Bell & Grant, and from deponent having in the course of his employment by the said Bell & Grant, seen numerous letters addressed to the said Bell & Grant, by the said firms respectively, and knowing such several letters to have been acted upon by the said Bell & Grant; and deponent saith, that the letter marked with the letter F, and now produced, and given in to the said commissioner to be annexed to this deponent's examination, is the original letter of acknowleddgement from the said Amic, Zipcey & Co., hereinbefore deposed to by him, this deponent, as having been received by the said Bell & Grant, but that the said other letters of acknowledgement, videlicet, those from the said La Cave & Echicopar, and that from the said R. Anderson & Co., having been sent out, as this deponent has been informed, and believes, to the said Robert Grant, in New York, deponent cannot depose further to the same, than he has already done, in this, his deposition to the said sixth interrogatory.

And the plaintiffs' counsel also produced and read the copy of the letter of the plaintiffs to the defendant, therein referred to and thereto annexed, in the words following:

London, 14 *June*, 1831.

MATTHIAS BRUEN, Esq., New York.

We are in receipt of your favor of the 23d April, guaranteeing the credit opened on behalf of Mr. W. H. Thorne with Messrs. Archias & Co., of Marseilles, for £2000, for the purpose of facilitating his business with that place; and, moreover, desiring us to consider as under your guarantee, also, all credits existing, or that we may hereafter open for said friend, of which we take due note.

And we trust that Mr. Thorne, as well as your good self, will have every reason to be satisfied with the confidence which we feel a pleasure in assigning to both of you.

We have also been favored with your letter of the 7 May, enclosing a copy of one of the 4, the original whereof we look to be delivered to us by Mr. J. W. Perit, on his arrival, now daily expected in the Dorothea from Philadelphia, and by which we received your authority to purchase for shipment in that vessel, on her intended further voyage to Canton, quicksilver to the value of about £5000, so that it can be had at about 1s. 10d., which, within a trifle, is its cost in our market, the price being from 1s. 10¼d. to 1s. 10½d; and we shall concert matters with Mr. Perit for the execution of this order, which we consider it unnecessary to do, pending the arrival of the Dorothea, as there is a good supply of the article at present in our market—and we have no doubt of the quantity required being easily to be had without any increase of cost.

We shall, also, on an interview with Mr. Perit, endeavor to arrange the business of an open credit on Canton for £5000 more, on the terms pointed out in your letter. And, generally, we hope to transact, to your entire satisfaction, all the matters you thus confide us. Referring to our future letters on this subject, we remain,

Very truly, &c., &c., &c.,
BELL & GRANT.

And the counsel for the plaintiffs called and examined, as a witness for the plaintiffs, William H. Thorne, mentioned in the said letter of the defendant.

And the counsel for the plaintiffs further gave in evidence a letter of the said William H. Thorne, in the said letter of the defendant mentioned, in the words following:

New York, March 31, 1836.

Mess. Bell & Grant:

Gentlemen,—Since my last, of 24th inst., I have not received any letters from you. I am sorry to say that the attempt to sell your sherries by auction was not attended with any success. 1 hhd. marked (BS.) brown sherry, was knocked down at $1 per gallon. There was so little disposition to purchase, that I found it impossible to proceed, and concluded to adjourn the sale until the country purchasers came in the market. The quality of the wine is good in its kind, but by no means suited to the present taste. Nothing but very pale wine will now sell currently. Brown is entirely out of fashion among the grocers; it should also be in qr. casks. I have lately sold some pale wine in qr. casks, of ordinary

quality, at $1 50 per gallon—whilst for brown, of far superior quality, I cannot get $1.

I have sold a large parcel of San Lucas wine, consigned to me by Mess. La Cave & Echicopar pr. Lurin, which may lead to further shipments—and as they will require a credit opened to enable them to make advances, you will please authorize them to draw on you, on the usual conditions, to the extent of £2,500, say two thousand five hundred pounds.

Business is very brisk, and goods generally are bringing high prices, but money is very scarce.

I remain, very respectfully,
Your most ob't serv't,
W. H. THORNE.

And gave, in evidence, a letter of the plaintiffs to the said William H. Thorne, in the words following:

London, 29 *April*, 1836.

W. H. THORNE, Esq., New York.

Sir,—We beg leave to confirm our last respects under date the 19th inst., and have now to acknowledge your much esteemed favors of the 31 ult. and 7 inst. This last, covering a further remittance on account of Messrs. Bell, DeTough & Co., of Leghorn, £1000, in J. N. Gosler's draft, at 60 ds. st., on Thos. Wilson & Co., which is in order, and shall be passed accordingly. These friends having lately drawn upon us for the cost of sundry goods they have shipped by your order, and for your account, by the Caroline, Balchen, master. We annex a memorandum of the same, amounting to £795 4*s.* 4*d.*, which we take the liberty of passing to your debit, as cash, from the 14 July next.

We have opened a credit of £2,500, agreeably to your desire, in favor of Messrs. La Cave & Echicopar, of Cadiz, to be used by them against shipments of San Lucas wines, to your address, and on transmission to us of a copy of the shipping documents, as customary.

We are sorry to find that you did not succeed in your attempted public sale of our sherries, of which only one hhd. of brown was knocked down at $1 per gallon—and that you have, therefore, determined not to offer them again until your country purchasers come into the market; meanwhile, we notice that the only quality in demand is the pale sherry in quarter casks.

We remain, always,
Very truly yours,
BELL & GRANT.

And the said counsel of the plaintiffs further produced, and gave in evidence, a bill of exchange, in the words following:

Exchange for £385 st'g.

Cadiz, 22d November, 1836.

At usance and a half pay, this first of exchange (second and third unpaid) to the order of ourselves, three hundred and eighty-five pounds sterling, value per commissary, which place to account of W. H. T.

LA CAVE & ECHICOPAR.

To Mess. BELL & GRANT, London.

(Endorsed.)

Pay to the order of Don Juan José Triathe, value received from the same.

LA CAVE & ECHICOPAR.

Cadiz, ut retro.

Pay to the order of Mess. Miguel Itozen, Bros., value in acc't with the same.

JUAN JOSEPH TRIATHE.

Cadiz, 30 Nov., 1836.

Pay to the order of Mess. De Santiago Goza & Company, value received.

MIQUELITOZENA, BRO'S.

Madrid, 7 Dec., 1836.

Pay to the order of Rodriguez y Salredo, value in acc't.

SANTIAGO GOZA & CO.

Madrid, 8th Dec., 1836.

Pay to the order of Mess. Rothschild, Frères, value in acc't.

RODRIGUEZ Y SALREDO.

Bayonne, 15 Dec., 1836.

Pay Mess. N. M. Rothschild, or order, value in account.

Pr. pro. of DeROTHSCHILD, BRO'S.

And the counsel for the plaintiffs further gave, in evidence, a letter of the said William H. Thorne, in the following words:

New York, Oct. 31, 1834.

Mess. BELL & GRANT.

Gentlemen,—Since I had this pleasure on the 23d inst., I have rec'd your letter of the 18th September, by which I see, with pleasure, that *that* you give up the point of insurances, because it does

away with the necessity of my applying to other houses for credits, which, I can assure you, I would have done with reluctance. And now that we are perfectly understood as to this matter, I have to request that you will open the following credits for my acc't:

To Messrs. R. Anderson & Co, Gibralter, for the purpose of making advances, per my acc't, £4000. To Messrs. Archias & Co. for same purpose, £4000. To Mess. Francia, Brothers & Co., of Gibralter, £2,500. These gentlemen have their particular friends in Gibralter and Malaga, and have signified to me that a credit lodged with them would enable them to be useful to me. The above credits to be renewed as fast as the amounts drawn for shall be made good by me.

I have also to request that you will open a credit to Jn. L. Payson & Co., Messina, for the purpose of loading the ship Herald, which I am now about despatching for Marseilles, whence she will proceed to Messina.

I note you have received a remittance from Major Moore, in acc't of bills, am'tg to £1,449 2*s.* 11*d.*

The Bevis will sail in the morning. Nothing more has been shipped on first account. The rum amounts to more than I had expected; instead of $1000 it should be $1300.

I remain,
Your most ob't serv't,
W. H. THORN.

And gave, in evidence, a letter of the plaintiffs to the said William H. Thorn, in the words following:

London, 3 *December*, 1834.

Sir,—We beg leave to confirm the foregoing copy of the few lines we wrote to you on the 29 ult., respecting the shipment of drugs made to you by our friends, Messrs. Thos. Ashmore & Co., from whom we enclose a letter. We have now the pleasure of acknowledging the receipt of your much esteemed favor of the 31 October, in compliance with which we have immediately increased the credits already opened for your account with Messrs. Robt. Anderson & Co., of Gibralter, and Messrs. Archias & Co., of Marseilles, to the sum of four thousand pounds each, and opened fresh ones of £2,500, say two thousand five hundred pounds, in favor of Mess. Francia, Brothers & Co., of Gibralter, to enable them to grant advances on consignments to you from thence, and from Malaga; and authorized Messrs. J. L. Payson & Co., of Messina, to draw upon us for your account for such sum as may be requisite in order to load and despatch the ship Herald, with the cargo you have ordered on her arrival there from Marseilles, whither she is to proceed as soon as she has discharged her present outward cargo.

And it is, moreover, understood, that so soon as the credits in favor of the three first named houses have been used and remitted

for by you, we are to re-open the same, accordingly, which shall be attended to.

We take note, that the rum shipped pr. Bevis, on joint account with Messrs. Bell, De Tough & Co., amounts to $1300, instead $1000; and we have provided for such increased cost in the insurance, being all that offers at present.

We remain, very respectfully and truly, sir,

Your obed't and h'ble serv't,

BELL & GRANT.

P. S.—Mess. Ashmore having sent the invoice and bill of lading of their shipment, pr. Montreal, to us, you will find them inclosed.

4th Dec.

We have just received your respected favor of the 7 ult., covering bill of lading of the goods shipped pr. Bevis, to Leghorn, and in conformity with which we have limited the credit already opened in favor of Messrs. J. L. Payson & Co., for the loading of the Herald, to £2500 ste'g. We are glad, too, to find that the sales of the horns at Liverpool prove satisfactory.

Always, truly yours,

BELL & GRANT.

And also, a bill of exchange, drawn by the said R. Anderson & Co., in the last letter mentioned, in the words following:

Gibralter, the 16th December, 1836.

For £318, 12, 6. ste'g.

At ninety days after date, pay this first of exchange, (second and third not paid,) to the order of ourselves, three hundred and eighteen pounds twelve shillings and six pence, sterling, value in ourselves, which place to account of W. H. T., as advised.

ROB. ANDERSON & CO.

To Messrs. Bell & Grant, London.

(Endorsed.)

Pay to the order of Messrs. John Duffield & Co., value received.

Gibralter, 17th December, 1836.

ROB. ANDERSON & CO.

Pay Messrs. Duffield & Company, or order, value in ac't.

DUFFIELD & COMPANY.

Gibralter, Dec. 17, 1836.

John Duffield & Co.

And the counsel of the plaintiffs further gave in evidence two letters of the said William H. Thorn to the plaintiffs, in the words following:

New York, Aug. 15, 1836.

Messrs. BELL & GRANT, London.

Gentlemen,—The foregoing is a copy of my last letter, under date of 6th inst. I was disappointed in getting the bill I was promised pr. the London packet, but now have the pleasure *of* to enclose De Rham & Moore's bill, at 60 days s't, on T. W. Smith & Co. for £2000, which place to my credit. I have obtained the reduction of duty on your sherry wines, and will shortly offer them at public auction.

I remain, your ob't serv't,

W. H. THORN.

P. S.—I intend to send a vessel to Smyrna for an assorted cargo, and will thank you to open a credit to Mess. G. Amic, Zipcey & Co. to that place, to the extent of £3500.

W. H. T.

New York, Aug. 23, 1836.

Gentlemen,—

Above is a copy of what I wrote you on the 15th inst. I have since rec'd your much esteemed letter, of the 14th ult., inclosing my acc't current, which shall be examined. I have chartered the brig Robert Adams, to proceed from Cadiz to Smyrna, to load a cargo for this port; you will therefore oblige me by opening the credit for £3,500 in favor of Messrs. Amic, Zipcey & Co., of that place, wording it so that it may apply to any other vessel, in case of accident to the R. A.

Very respectfully,

Your ob't serv't,

W. H. THORN.

And gave in evidence a letter of the plaintiffs to the said William H. Thorn, in the words following:

London, 9 *Sept.*, 1836.

Sir,—

Your favor of the 15th ult. has reached us to-day, and remits further £2000, De Rham & Moore's, on T. W. Smith & Co., at 60 ds. s't, which is now out for acceptance, and shall duly appear to your credit. We have, agreeably to your request, opened a credit to Mess. G. Amic, Zipcey & Co., of Smyrna, for the loading of the vessel you intended sending there for a cargo, the credit to the extent of £3500.

Mess. Francia, Brothers & Co., of Gibralter, have drawn upon

us, on your account, in virtue of a credit lodged with them by Mr. G. F. Darby, under date of the 9th July, for £3000, at 90 days from the 30th ulto., which, with our commission, 30 and 15, 8 postages, tog'r £3030, 15, 8, we place to your debit from the 1 Decr. next. These gentlemen have also a credit of £3000 for the loading of the Empress, and they intimate their intention, moreover, of drawing sometime hereafter, on consignments under the general credit of £4500, open for that purpose.

We remain, sir,
Your ob't serv't,
BELL & GRANT.

Mess. Bell, De Tough & Co. have also drawn upon us for your acc't, £1844, 19, 5, for rags they were shipping to you, of which you shall have the precise note later.

B. & G.

And also two bills of exchange, drawn by the said G. Amic, Zipcey & Co., in the last letters mentioned, in the words following, as translated from the French language, in which they are drawn.

Smyrna, the 7 *January*, 1837.

For £1590 sterling.

At sixty-one days from sight, pay by this first of exchange, to the order of Messrs. Geo. Papasion, the sum of one thousand five hundred and ninety pounds sterling; value received in cash, of the same, which you will pass according to the advice of

G. AMIC, ZIPCEY & CO.
In liquidation.

To Messrs. BELL & GRANT, London.

(Endorsed.)

Pay to the order of Mess. J. Allien & Co. Value on acc't.

GEO. PAPASION.

Smyrna, ut retro.

Pay to the order of Mr. S. G. Sina. V. in acc't.

Pr. pro.,
JQ'IM. ALLIEN, Cie.
JN. ALLIEN,
ANT. ALLIEN.

Cons'ple, 11 Jan., 1837.

Pay to the order of Mr. J. Horstmann. Value in acc't.
SIMON G. SINA.
J. HORSTMANN.

Vienna, the 31 January, 1837.

Smyrna, the 7 January, 1837.

For £140 sterling.

At sixty-one days from sight, pay by this first of exchange, to the order of Messrs. Ielli, Guistimann, Spouti & Co., the sum of one hundred and forty pounds sterling, value received in cash, of the same; which you will pass according to the advice of
G. AMIC, ZIPCEY & CO.
In liquidation.

To Messrs. BELL & GRANT, London.

(Endorsed.)

Pay to the order of Mess. Castelli, Brothers. Value in account.
ILLI, GUISTIMANN, SPOUTY,
In liquidation.

CASTELLI, BRO'S.
Smyrna, ut retro.

And the plaintiffs' counsel further gave in evidence a letter of the said William H. Thorn to the plaintiffs, in the words following:

New York, 8 *March*, 1837.

Gentlemen,—

Above is a copy of my last, since when I have received your letter of the 19th Jan'ry, by which I am happy to find that Mess. Freeling, Goshen, had paid you the balance of the first bill, for £3000.

By this packet, I send Mess. Littledale & Co. for acceptance,

Wright & Co.'s bill at 60 days, on Wm. Wright, -	£2000
" " " " - -	1500

In all £3500, which you will place to my credit, together with the enclosed bill, drawn by Edward Peel on Wm. Beavais, for £70. As this remittance will very nearly balance my old account, I have prevailed on Mr. Darby to open me a credit similar to the last, and on the same conditions, for £3500, which shall be punctually provided for on the 8 May next, if not sooner.

Money continues as scarce as ever, and very little business doing.

I remain, &c.,
W. H. THORN.

And also produced and proved four bills of exchange, drawn by the said G. F. Darby, in the last letter mentioned, all of which were dated New York, March 8, 1837, addressed to the plaintiffs, at London, payable sixty days after sight, accepted by the plaintiffs on the 15th April, 1837; of which bills, three were payable to, and endorsed by, the said W. H. Thorne, together amounting to twenty-five hundred pounds, and the other was payable to the order of the said Darby, for one thousand pounds, and endorsed by him.

The counsel for the plaintiffs further gave evidence, that the said W. H. Thorne failed on the tenth day of April, 1837, and was insolvent, and the means of his house exhausted.

And the counsel for the plaintiffs further gave in evidence, three accounts current, of Bell & Grant with the said W. H. Thorn, in the words and figures following :

DR. WM. H. THORN, Esq., of New York, in

1836.	Interest to 31 Decb'r, 1836.					
June 30,	To balance of ac. furnished him,		184	256*l.* 10 4	10177*l.* 5 8	
July 28,	" La Cave & Echecopar's dft. & our charges on ac. of shipt. pr. Venus, - -	Sep.13	109	12 2 5	811	12 10
"	" Do. - do. pr. Mary,	Oct. 10	82	13 4 2	1175	16 11
Aug 13	" Archias & Co. - do. Perseverance	Nov. 4	57	10 5 2	1313	10 00
27,	" La Cave & Echecopar, wines, Montevides,	" 15	46	0 18 11	149	19 10
Sept. 7,	" Archias & Co. df. & chr. do. Antoine,	Dec. 1	30	8 14 5	2121	13 4
9,	" Francia, Bros. & Co. do. under credit from J. F. Darby,	" 1	30	12 9 2	3030	15 8
28,	" Bell, DeYough & Co. do. in ac. of rags per Aurora,	" 4	27	11 7 10	3079	11 10
"	" Archias & Co. do. almonds p. Superior	" 23	08	0 11 1	505	7 9
Oct. 14	" Crooke, Bros. & Co. do. fruit, G. Warren,	" 27	04	1 6 2	2386	3 10
22,	" Zimmerman & Co. do. hides, Gambia,	" 7	24	22 9 3	6833	8 7
25,	" Crooke, Bros. & Co. do. fruit pr. Harriet,	Jan. 13			432	13 9
"	" Francia, Bros. & Co. do. do. Empress,	" 4			3738	00 0
"	" La Cave & Echecopar do. wine ex. Henry,	" 13			390	2 8
27,	" Do. do. do. " do.	" 14			638	14 7
Nov. 4,	" Archias & Co. do. almonds " Bonpere,	" 26			505	9 6
"	" Crook, Bros. & Co. do. raisins " Harriet,	" 21			966	0 8
26,	" Francia, Bros. & Co. do. almonds ex. Massachusetts,	Feb.15			130	10 5
Dec. 10,	" La Cave & Echecopar do. wine ex. Commissary,	" 21			398	9 1
31,	" R. Anderson & Co. do. fruit ex. Isaac Classon,	Mar.19			322	9 9
	Discount per contra,			2 4 5		
				352*l.* 3 4		
	" Balance of interest to ch. a 5 0-0 pr. annum,				237	5 10
	" Our commission on £2800 insurance effected, 26 Octo. last, by order of Francia, Bros. & Co. on wool p. from coast Barbary to New York, and now cancelled by their desire frgt. ½ 0-0 - - - - -				14	00 00
	" Postage and franking of letters beyond those charged in ac. sent as above, - -				2	12 0
					39361	14 6
	To balance brought down, - - -				27861	2 5

account current with BELL & GRANT, CR.

1836							
July		Interest to 31 Dec'r, 1836.					
7	By his remittance of 15 June on Nevens & Co.		Sep. 18	114	£15 12 4		1000£ 00 0
26	" Do. 30 " W. Wright.		" 26	96	13 3 0		1000 00 0
Aug.							
24	" Do. 23 July F. DeLizardi & Co.		Oct. 26	66	13 11 2		1500 00 0
29	" Do. 30 " Reed, Prescott & Co.		" 31	61	3 2 8		375 00 0
Sep.							
1	" Nett proceeds of a bill on Paris for Fes. 30000		Sept. 2	120	19 5 4		1171 12 1
"	" His remittance of 6 August on F. DeLizardi & Co.		Nov. 3	58	19 17 3		2500 00 0
9	" Do. 15 " T. W. Smith & Co.		¾" 11	50	13 14 0		2000 00 0
Nov.							
7	" Do. 15 Oct. F, DeLizardi & Co.		Jan'y 9				1800 00 0
Dec.							
23	" This amount refunded by Zimmerman, Frazier & Co. for so much overdrawn by them on ac. of hides ex. Gambia			8	0 3 5		154 00 0
	Discount pr. contra				16 8 4		
	Balance of interest				237 5 10		
31	" Balance to the debt in new ac. bearing interest from this date						27861 2 5
					352£ 3 4		
	Signed, BELL & GRANT. London 31 December, 1836.						29861£ 14 6

DR. WILLIAM H. THORN, of New York, in Ac-

1837.			Interest to 2d June, 1837. £ s. d.	£ s. d.
	To balance of account furnished then. -	153	583 18 8	27,861 2 5
Jan. 30	" Paid Frankling & Gr. bal. of their account,	123	2 18 4	173 3
Feb. 9	" G. Amic & Co. asts. in ac. shipment per Robert Adams, & our charge on same Apr. 12,	51	12 4 5	1,748 11
"	" Notarial expenses in bill on Frankling and Gaschen for 3000*l*, - - - - -	113	1 3	3 10
Mar 16	" G. Frederick Darby, drafts of 16 Feb'ry. at 60 d. of May 18, - - - - - -	15	8 4 5	4,000
June 2	" Balance of interest to the d. a. 5 per annum, - - - - - - -			444 10 11
"	"Commission for paying and cash reimbursement on 4173*l* dr's a - - - -			41 14 7
"	" Postage of letters to and from New York,			4 18 6
			£607 7 1	
				£34,277 10 5
	Balance brought down, - - - -			£11,392 3 4
	" Our acceptance to G.F. Darby's dr'ft 8 March, June 17, - - - - - -			3,500
	" Our acceptance to G. Moore & Co. 13 April, July 18, - - - - - -			1,131 19 10
	" Our acceptance to Francis, Bro's on ac. ship't. per Margaret, and charges on the same Aug. 9			2,059 6 1
	" Our half of the balance due *a* Cotters firm, Pernambuco in J. A. in halves between him and Mr. J. Devereux, June 19, - -			132 13 8

count Current with BELL & GRANT, London. CR.

1837.		Interest to 2d June, 1837.		
			£ s. d.	£ s. d
Jan. 10	By cash received of Franklin & Gaschen, in part of bill of 3000*l* stg. - - - - -	143	37 4 4	1900
19	" Do. of the same for the balance of do, -	134	20 4 2	1101 7 1
31	" 2 bills of the same on Wright & Co. 1000*l* March 22, - - - - - -	72	9 17 3	
"	" " On Malcolmson & Co. 1500*l*			
"	March 24, - - - - - - -	70	14 7 8	2500
Feb 3,	" Remittance of 7 Jan'y on W. Wright, April 6,	57	15 12 4	2000
7,	" do. " 14 " T. Wilson & Co. " 11,	52	21 7 5	3000
14,	" Commission on 2800*l* ins. p. recredited, Dec.			
"	31, - - - - - - - -	153	5 10	14
16,	" His remittance of 23 July on T. W. Smith &			
"	Co. April 8, - - - - - -	45	12 6 7	2000
"	" His rem. of 24 Jan. on T. Wilson & Co. Apr. 20	43	15 6 3	2600
22,	" do. 31 " " 24	39	5 6 10	1000
Mar. 2,	" do. 7 Feb. on G. Welder & Co. May 4	29	4 15 5	1200
16,	" do. 16 " P. Colesworth & Co. " 18	15	3 1 11	1500
25,	" do. 23 " sundry, " 28	5	2 14 10	4000
Apr. 21	" do. 8 March on M. Barn, " 5	28	5 4	70
	Balance of interest, - - -		444 10 11	
			607 7 1	
Jun. 21	Balance to his debit this day, - -			11,392 3 4
				34,277 10 5
	" His remittance 8th March on W. Wright, due 15th June, - - - - - -		3500*l*.	

(Signed) BELL & GRANT.

London, 2d June, 1837.

Dr. WM. H. THORN, Esq., of New York, in ac-

1837.			1837.		
June 2,	To balance due at this date, as p. account rendered, -		June 2,		11,392*l* 3 4
	" G. F. Darby's draft on 8th March, on Mr. Thorn's ac't,		17,		3,500*l*
1838.	" Am't due on a ship't of cotton from Pernambuco, as per				
Dec.	ac. rendered, - - - - -		19,		132*l* 13 8
31,	" Interest arising on this account to this time, as per note				
	at foot, - - - - - - -				697*l* 3 10
					15,722*l* 10
	To balance brought down, due from 31 Decb., 1838,				
	(subject to the augmentation of 1383*l*. 11 3, should				
	Crooke, Bro. & Co., succeed in recovering that amount as				
	above stated.)				6,354*l* 3 9

Interest account.

1837.				1837.			
June 2,	11,392*l* 3 4	577 *a*	900*l* 8 9	June 15,	3500*l*	564 *a*	270*l* 8 2
17,	3,500*l*	562 *a*	269*l* 9	July 25,	1383*l* 11 3	524 *a*	99*l* 6 10
				1838.			
19,	132*l* 13 8	560 *a*	10*l* 4 1	April 15,	2500*l*	260 *a*	89*l*
			2*l* 13 6	July 6,	326*l* 9 2	178 *a*	7*l* 18 11
	Discount per contra,			Aug. 31,	1120*l* 16 10	122 *a*	18*l* 14 8
				Nov. 14,	23*l* 3 10	47 *a*	2 11
				1838.			
				Feby. 7,	513*l* 16 0	38 *a* p	2*l* 13 6
							485*l* 11 6
				Balance,	- -		697*l* 31 0
			1182*l* 15 4				1182*l* 15 4

count current with BELL & GRANT, London. *Cr.*

1837.			1837.		
June			June		
15,	By remittance on Wright & Co., of Liverpool, - -		15,	3500*l*	
			July		
	" Amount drawn on Crooke, Bros. & Co., Malaga, -		25,	1383*l*	11 8
	(*N. B.*—Crooke, Bros. & Co. contest this item, and are now suing Bell & Grant, in England, for its return, and				
1838.	should they succeed in this action, the amount will				
Jany.	have to come again to the debit of Mr. Thorn.)		1838.		
15,	" Remittance of Wilson & Brown, on account of goods made		April		
April	over as security, - - - - -		15,	2500*l*	
6,	" Note on Randall & Green, handed to R. Grant by Mr. Thorn, $1523 47-100, remitted to London, at exchange				
August	105 0-0, - - - - - - -		July 6,	326*l*	9 2
15,	" Amount of advance and charges on Sherry wine consigned to Mr. Thorn, as per account, $5380 04-00, at exchange				
	108 0-0, - - - - - - -		Aug.31	1120*l*	16 10
23,	" Balance of sales of wool, as pr. ac. rendered, - -		Nov.14	23*l*	3 10
Nov. 3,	" A further remittance of Wilson & Brown, in full of proceeds of goods sold, $2500 51-100, at exchange 109 1-2, *a*		1837. Feby.7	513*l*	16
			1838.		
"	" Balance due Bell & Grant, from - - -		Dec.31	6354*l*	3 9
				15,722*l*	10

(Signed) BELL & GRANT.
London, 31 December, 1838.

Examined and found correct.
(Signed) W. H. T.

And the counsel for the plaintiffs proved by the said William H. Thorn, that in or about the month of June, 1839, the said accounts had been adjusted between him and the plaintiffs, and the balance agreed upon in favor of the plaintiffs, as therein expressed.

And the counsel of the plaintiffs further gave in evidence a letter, addressed by Robert Grant, one of the plaintiffs, to the defendant, in the words following:

New York, November 26th, 1839.

MATTHIAS BRUEN, Esq.

Dear Sir,—I am sorry that I must apply to you for the balance due to my London firm, Bell & Grant, by Mr. W. H. Thorn.

Previous to Mr. Thorn's departure for Europe I furnished him with a copy of the account, to which I have his signature as examined and found correct, showing the amount due to Bell & Grant to be £6,354 3 9 sterling, interest included to 31st December, 1838, subject to an addition of £1,383 11 3 st., should Mess. Crooke, Brothers & Co., of Malaga, succeed in establishing as they are now attempting to do that amount, for which Mr. Thorne stands credited in the above mentioned account.

Any further explanation you may require I am ready to give, but I must request your attention in the meanwhile to the above claim, which I make under your letter of guarantee to Bell & Grant for any credits they might open in favor of Mr. Thorne, and of which letter I sent you a copy at your request last February twelve month.

I shall be obliged by your acquainting me, as early as may be convenient, of your intentions in regard to the above, and

I remain, dear sir,
Your obt. serv't.,
ROB. GRANT.

And thereupon the plaintiffs rested their case.

And the counsel of the defendant, among other matters in his defence, gave in evidence the letters following:

New York, February 16th, 1837.

MESS. BELL & GRANT:

Gent.—I wrote you on the seventh inst., since when I have received your esteemed letters of December 30th. Your account is credited for £322 9 9, for advances of fruit per Isaac Clason. Inclosed you will find Robt. L. Patterson's bill at 60 days sight on Colesworth & Powell, for £1,500, which please place to my credit.

Mr. G. F. Darby has at my request and for my accommodation drawn on you to my order for £4000, in two bills for £2000 each,

which sum I have agreed to remit you in 50 days hence, together with 1 pr. ct. commission, in such bills as Mr. Darby shall approve of.

I have given him Mr. G. W. Bruen's guaranty, and moreover lodged with him business notes for more than the amount of said credit, in order that the security may be perfectly satisfactory to him as well as to yourselves. I am well aware, it is not agreeable to you to extend your liberalities in times like the present, and Mr. Darby hinted the same to me; but in assuring him that I intended to remit by every packet, to balance our old account, he finally consented to accommodate me.

You may also expect remittances for account of Mess. Bell, De Yough & Co. I am making every effort to sell your sherries, and hope to do so in the course of next month.

I remain, &c.,

W. H. THORN.

New York, 23*d February*, 1831.

MESS. BELL & GRANT:

Gent.,—I have the pleasure to acknowledge the receipt of your letters of the 30th December and 14th January. By the former I see, that you had been so kind as to open a credit to Mess. John L. Payson & Co. of Messina, for £2000, for which I feel very grateful to you.

The Autumn made a famous passage out, and Mr. Moore writes very encouragingly respecting her cargo, and the prospect for her return cargo is very favorable. Mr. Darby at my request wrote you by the last packet respecting a credit to be opened to Mess. Archias & Co., of Marseilles, to be used by them in making advances on merchandize to my address, on condition of the insurance being made in London, France, or this country; but from your remark in yours of the 30th December, respecting insurance, I conclude that an arrangement of this kind will not meet your approbation, and I have consequently requested him to write to you again, to request you to open a credit on condition that the bill of lading and invoice be forwarded to you with orders for insurance.

My friends in Marseilles might secure many consignments for me, if I could put them in a situation to make the necessary advances, and I therefore hope you will oblige me by opening the credit I ask for, and if you require it, Mr. M. Bruen will give you his guarantee. I enclose a letter for Mess. Archias & Co., which you will forward to them should you think proper to open the credit; otherwise, I do not wish you to send it, as it relates entirely to this credit, and the manner in which the advances are to be made; it is understood, that no more than £2000 are to be drawn for at any one time, and that the credit is there to be considered at an end, until

your advances are covered by remittances from me, when you will again renew it.

I remain, &c.,

W. H. THORN.

London, 22d March, 1831.

MR. W. H. THORN:

Sir,—We have received, since the above, your letter of the 23d ult'o., with an enclosure for Mess. Archias & Co., of Marseilles, which we forward to them to day with a confirmation of the credit you give them upon us to the amount of £2000, for the purpose of making advances on consignments, and which we will accordingly thank you to *to* have guaranteed to us, as you propose, by Mr. Matthias Bruen.

As yet we do not meet with a purchaser for your parcel of Cuba tobacco by the "Freak." We ask 18d. for it all round, but shall think it advisable to take less, if a buyer offers for the whole. The ashes by the "Sovereign" we fear will remain on hand for some time.

We are always, sir,
Your obt. serv't.,

BELL & GRANT.

We shall endeavour to send you by the next packet the landing certificate of the tobacco.

New York, April 23d, 1831.

MESS. BELL & GRANT:

Gent.,—Since I last wrote you on the 15th inst., I have received your letters of the 18th March, inclosing one from Mess. John L. Payson & Co., with invoice and bill of lading of the goods shipped by them per Autumn, which vessel left Messina on the 26th February. The greater part of her cargo has been sold to *arrive*, at very handsome prices. I notice, that you had accepted Mess. Payson & Co's. drafts for £1,401 4 0, which sum has been passed to your credit.

I regret to hear so bad an account of ashes, but hope you will have disposed of my parcel without loss. I have engaged freight for 17 cases of tobacco in the British ship "James & Richard Cummings," to sail shortly for your port. I have given an order to Stouder & Co., of Matanzas, for 1000 boxes of sugar for Leghorn, and expect to charter the "Autumn" to perform that voyage. My shipment by the "Elizabeth" will consist of 220 boxes of white sugar, amounting to full $5,500, on which I do not intend taking any advances.

Enclosed you will find Mr. M. Bruen's guarantee, and as you

are now fully secured in any credit you may open for me, I hope you will consider on the propriety of allowing me to make insurance here on any goods that may be shipped for my account.

I remain, &c.,

W. H. THORN.

New York, February 23d, 1831.

MESS. ARCHIAS & Co.,
Marseilles.

GENT.,—Your esteemed letters of the 3d, 13th, and 24 Dec., and 3 and 13 Jan'y, are received, and shall be replied to by next Havre packet.

The present serves to advise you that I have requested my friends, Mess. Bell & Grant, of London, to open to you a credit to the extent of £2000, to be used by you in making advances on merchandize to my address. I have done this, in order that you may at any time be in a situation to make advances to such of your friends who may be disposed to make shipments to this quarter. I must caution you to make advances on such articles only as are saleable in this market. Muscat, in boxes, should be sent in small quantities, as the sale is tedious. Claret, in boxes and casks, is generally saleable. Marseilles Madeira can be sold in large quantities, and I would prefer to advance on the latter article, in preference to any other. As to the amount to be advanced, much will depend on the person to whom it is made; to such as you know to be responsible, you may advance two-thirds of the market price, but, as a general rule, 50 per cent. ought to be the extent. The conditions of the credit are, that you are not to draw for more than £2000 at any one time, and then the credit is to be considered at an end, until it be renewed by Mess. Bell & Grant, and that the bill of lading and invoice are to be forwarded to them, with orders for insurance.

I remain, &c.,

WM. H. THORN.

London, 7 March, 1834.

W. H. THORN, Esq.,
New York.

SIR,—We beg your reference to the foregoing copy of our letter of yesterday, and have only at present to add thereto an extract of what we write to-day (while communicating with them on other business,) to Messrs. Archias & Co., of Marseilles, recommending their refraining from pressing shipments to you on consignment, until the state of commercial matters in the United States shall make business more acceptable than, under the recent circumstances, we may presume it would be to you.

We feel confident that you will not misconstrue this precaution which we can assure you is taken with the most friendly intention, towards you, and such as we should feel obliged by any friend adopting towards ourselves, were we similarly situated.

We trust that the next accounts from your side will be less gloomy, and may enable us, as we shall most readily do in such case, to place business for you on its former footing.

Remaining, yours, &c.,
BELL & GRANT.

New York, 3*d March*, 1834.

MESS. BELL & GRANT.

GENT.,—Above is a copy of a few lines I wrote you on the 22d ult. I have since been favored with your letter of the 14 Jan'y, including a copy of my account current, which shall be examined. Inclosed, you will find Rogers & Co's. bill of this date, on N. M. Rothschild, for £2000, which please place to my credit. I regret exceedingly that it has not been in my power to make you a remittance in full, by this packet, but the difficulty of making negotiations is so great, that I must claim your indulgence until next packet.

I have informed Mess. R. Anderson & Co., and Mess. Archias & Co., that the times are such as to render consignments no longer desirable, which I hope will reach them in time to prevent any further draft on you.

I remain, &c.,
W. H. THORN.

New York, 24*th April*, 1834.

MESS. BELL & GRANT.

GENT.,—I have received your letters of the 27 Feb., March 6, 7, 14, to which I now reply. In regard to insurance, I believe it was fully understood between us, that you was to attend to it in all cases where the premium did not exceed one pr. ct., and I have accordingly always had an open policy, subject to a full return premium on such goods as may be insured in London, so that I am always provided with insurance.

I have read what you have been pleased to write to Mess. Archias & Co., on the subject of consignments under advances, which meets my warmest approbation, as you will have seen by my letter of March 3d.

The Wm. Jones and Empress arrived here some days since, and I note that I. L. Payson & Co. have drawn on you on account of the cargo of the former, in £1478. 0. 8., and Mess. Bell, DeYough & Co., on account of the latter, in £657. 13. I also note that George Moore had closed the cargo of the "Rhine," and that the

balance against me in that affair is no less than £699. 11., which shews a very sorry result; notwithstanding this, I have no reason to complain of our friend Moore, as I am convinced he acted for the best. Enclosed, you will find I. N. Gosler's bill on T. Wilson & Co., for £1500. De Rham & Iselin, on Rongernout & Bros., for £178. 14. 6.

I have enclosed to Mess. T. & N. Littleton & Co., Liverpool, for acceptance, De Rham & Iselin on R. Twickenbuck & Co., Liverpool, payable in London, for £100; C. & A. Batre on Kull & Corment, £110; in all, £1888. 14. 6., which please place to my credit. As I have remitted you pretty freely in I. N. Gosler's on T. W. & Co., I have come to the determination to take no more, but my broker, having engaged the above sum without consulting me, I could not avoid receiving it. Money is more plenty, and business has revived very much; still, things are not settled, and I fear that no permanent improvement can take place for some time.

I remain, &c.,

W. H. THORN.

London, 21 *October*, 1834.

MR. W. H. THORN,

New York.

SIR,—We beg leave to refer you to, and confirm the accompanying copy of our last respects of the 14th inst., since which we have had the pleasure *of* to receive your always acceptable favors of the 23 and 30th ult., the former remitting for account of Mess. Bell, De Yough & Co.,

£1000, in Joseph's dft. on Rothschild, which is accepted, and shall be passed to their credit at maturity, being against the proceeds of their consignments to you pr. Henry and Empress.

£1000, in Darby's draft on ourselves, which in like manner we pass to your own credit, together with

£374. 8. 9., received for your account from Mr. Geo. Moore, of Trieste, being, as he informs us, the neat proceeds of the hides and teas ex. Robt. Adams, after deducting advances, and for which we credit you as cash, from the 12th Decr.

Messrs. Archias, & Co., of Marseilles, having enquired of us, under date 9 inst., whether you had opened a credit in their favor upon us, to make advances on shipments to your address, as you had mentioned to them as your intention of doing, and adding that they did so in consequence of the prospect they then had of influencing a consignment to you; we told them by return of post, that altho' we should be ready at any time to confirm any such arrangement, and were yet without your authority to that effect, they might consider themselves at liberty to value upon us for your account to the extent of two thousand pounds sterling, on handing us the customary shipping documents, (as we would have been

sorry to see such business pass your door for want of the facilities in question,) expressing a hope at the same time, that they would only grant such advances on property, the sale of which they felt assured, by their latest advices, would be of ready sale in the New York market; all which we trust will meet your entire approbation. We should have extended the credit in question to the former sum of £3000, but that for the present we conceived you would be better pleased with the lesser amount; you have, however, only to let us know your wishes in this respect to insure our conformity thereto. We are confirmed too, in some manner, in this view of the business, by what you now write about advances to our friends Mess. Tho's. Ashmean, & Co., and whereto we shall get them to conform in the shipments they tell us they intend making to you in the course of the next month, to the extent of about £1200 stg.

Always very much at your command, we remain very truly, sir,

Your obt. serv't,

BELL & GRANT.

London, 29 *April*, 1837.

Mr. W. H. Thorn—New-York.

Sir,—We beg leave to refer to, and confirm our last respects of the 6 inst., since when we have received your much esteemed favors of the 1 and 8 ults., this last remitting

£2000 } Wright & Co., on W. Wright, a. 60 d. sight.
1500 }
70 Pell on Burwin; together,

£3570

Which are accepted, and when encashed, the amount shall be put to your credit.

Fully relying on the punctuality of your engagement, to remit us by the packet of the 1st prox'o. an equivalent amount, we have shewn immediate honor to Mr. Darby's drafts on us, p. £3500, of the 8th ult'o., for which we debit you accordingly. Enclosed we hand you a letter of the 13, 15, inst., from Mess. George Moore, & Co., of Trieste, with ac. sales of your 500 bags of Havana coffee, pr, brig Baron Badiroy, which together with an extract of your ac. current with them, for the balance of which act. they have drawn upon us, £131 19. 10, at 3 m., from 11 ult., which we have accepted, and for which we debit you.

We are much disappointed at not receiving any letter from you, by the Independence, which is arrived and left your port so recently as the 10th inst.; the more so, as we had reason to expect remittances from you by that opportunity to the extent of £6500.

We trust, however, that the next packet from your side will bring

them; in the meanwhile we beg to advise you of the safe arrival at Leghorn, previous to the 19 inst., of the "George Cabot," from Batavia, with 2700 small bags of pepper, and about 5287 pounds of sugar, but we fear they go to a very bad market.

we remain, very respectfully, sir,
Your obt. h'ble. serv'ts.
BELL & GRANT.

New York, 8 *March*, 1837.

MESS. BELL & GRANT, London.

Dear Sirs,—Since closing my letter of yesterday, with P. S., of this morning, by this packet, I have received the enclosed letter from Mr. Lampars, which I am happy to find contains a further remittance of £3500 stg., on account of the cargo pr. Jorua. It appears that Messrs. Tupper & Co. have omitted advising Mr. Lampar of the amount of their drafts on you, pr. n'a., nor have they acquainted me with the same; in this respect Mr. Robert Mead has been very remiss; and with regard to the coffee, pr. Caroline, I am sorry to say, that it does not seem prime green coffee as was ordered, that is, as far as can be ascertained, a great part being badly damaged.

You have enclosed the dup. of a letter from Messrs. ———.

Mr. W. H. Thorn remits you by this packet, first rate bills on Liverpool to the amount of £3500 stg., and in consequence I have granted him, as I promised I would do, a renewal for the same amount under an engagement of Mr. Bruen, that a remittance should be made you for a like amount, by the packets of the 1st and 8th of May, placing collateral security in my hands as in the former case, as my next will more particularly explain to you; in the meantime I have to advise my following drafts on you for n'a. under this arrangement, viz.

£1000 stg. No. 1128. 8th March, at 60 d's., my order.
1000 " " 1129. } do. order W. H. Thorn.
1000 " " 1130. }
500 " " 1131. }

£3500 stg.

Which please honor on presentation, and pass to the debit of said friend, who feels very thankful to me for having granted him this service, of which, for the reasons before named, and the extraordinary pressure in the money market, he stood in great need; I have no doubt it will meet your entire approbation, which I shall be happy to have for my government hereafter on similar occasions. Mr. Lohmans remittance must be deferred until next packet, when

I expect to remit you also the balance from Mess. D. Buck, one of the firm having just called upon me; and besides, £1000 stg., for account of Mr. Devereux, besides what further remittance I can scrape together.

The Caroline was loading at Buenos Ayres on the 2d Jan'y., which I mention for your government for insurance.

Mess. Zimmerman, Frazer, & Co., drafts on you up to that time on account of this cargo, amounted to £2000 stg.

They advise a further shipment of Nutrias for account of Mess. Setons, as follows: "We ship in the Swedish bark Susan, Cap't. Gull, for your port, another small parcel of Nutrias account of Mess. Setons, of which we shall send you the bill of lading by this vessel. Mess. Setons have not yet countermanded their order for Nutrias, still we do not consider it likely that we shall be able to make further shipment to them."

All which let serve also for your government for insurance; Mess. Setons were much pleased with the sale you made of their beavers, but we have not yet gone into a calculation of the probable nett proceeds, for the purpose of ascertaining what they have to remit you, but it shall have my immediate attention.

Believe me, dear sirs,

Yours truly,

G. FREDERICK DARBY.

P. S. On account of the renewal to Smith and T., as explained in my letter of yesterday, I have further drawn on you a like bill, £250 stg., No. 1132, at 60 d's order, I. Pegg, which please honor on presentation, the same as the £3695 15 5, drawn on this same account, having yet to draw on about £550.

G. F. D.

London, 29 *June*, 1837.

Mr. W. H. Thorn, New York.

Sir,—We have nothing to acknowledge from you, since we wrote to you on the 14th inst., as per copy already sent, and when we mentioned the sale of the 60 bales of cotton, ex. "Mary" v. Pernambuco at Liverpool, at 8 c. lb.; we therefore now wait upon you, with account sale of the same, producing £270 7 11, nett, in cash the 22 October next, together with an account of the drafts passed upon us on account of the cotton shipped by Mess. Fernice and Mansfield, for your account and that of Mr. James Devereux, of Philapelphia, for your half balance, whereof we debit you in £132 13 8, which on examination we trust you will find correct. We also enclose an open copy of a letter for you, from Mess. Bell, De Yough,& Co. of Leghorn, advising the sale of the pepper ex. George.

It is with much satisfaction we are able to announce to you, that

neither that house, or the one conducted by Mr. George Moore, of Trieste, will be inconvenienced by what has recently occurred to us; on the contrary, they are both ready to receive any consignments, or execute any orders, which may be committed to their charge; recommending them, therefore, to your kind recollection, we remain, very respectfully, sir,

Your ob't h'ble ser'ts,

BELL & GRANT.

P. S. We have just seen the Rev'd Dr. Whitehouse, who informs us that Mr. M. Bruen, with Mrs. W., are arrived at Southampton, and are now travelling thro' the west of England, preparatory to returning to New York, by either the packet of the 8th or 16th prox'o, from Liverpool.

New York, 7th April, 1831.

Mess. BELL & GRANT:

Gent.,—Since I had the pleasure of writing to you on the 31st March, I have received your regarded lines of the 22d Feb., by which I am happy to learn that there was a prospect of placing the Cuba tobacco on arrival.

I mentioned to Mr. Darby, that I might have occasion to call on you for another credit, in favor of my friends in Messina, for £2,000 *a* £2,500, and should I conclude to do any thing, the insurance shall be committed to you.

In my last, I proposed to effect the insurance here, and deposit the policy with Mr. Darby; should this not meet your approbation, I would be willing to go further, and allow you a commission of 1½ p. ct., instead of 1 p. ct., in all bills that may be drawn on you for my account, in cases where you have not funds in your hands to meet said bills. I hope you will accede to these terms, as it will be the means of making a great saving to me in the course of a year.

I remain, &c.,

W. H. THORN.

New York, May 23d, 1831.

Mess. BELL & GRANT:

Gent.,—Since I wrote you on the 9th inst., by the James & Henry Cumming, I have been favored with your esteemed lines of the 6th and 14th April. I am pleased to find that you had made a further sale of my ashes at 35s. for firsts, and 33s. for seconds, and I hope your next will advise the sale of the remainder, and also of the Cuba tobacco, per Freak, which I am anxious to have closed. Mess. Archias & Co., in acknowledging the receipt of my letter of

24th Feb., containing the credit of £2,000, observe, "The conditions we have carefully perused and noted, and said credit has since been confirmed by Mess. Bell & Grant, who have stipulated, as well as you, for the insurance to be committed to their care; we must here observe, that this will be an obstacle for us at times, as the premium is generally much higher in London than here; it also fluctuates, in proportion as a good or bad opinion may attach to a vessel, which would render it almost impossible to calculate the charges attending a shipment with certainty."

This is what I anticipated, and I beg you will alter the conditions of the credit, so as to allow them to attend to the insurance when they cannot prevail on the shippers to have it done in London.

The Autumn sailed on the 16th inst. for Matanzas, to load a full cargo of sugar, for Leghorn, to the address of Mess. Bell, DeYough & Co. She is a fine coppered brig, and will carry full 1,200 boxes, of which ¾ will be for my account, and ¼ for account of Stouder & Co. I gave the order some time ago, and limited the price to 5½ *a* 10; but I think they will have been purchased at 5 *a* 8, as the market was full of sugars, and no vessel to take them away.

I remain, &c.,

W. H. THORN.

London, 6th May, 1831.

W. H. Thorn, Esq., New York:

Sir,—Only your letter of the 7th ult. has reached us, since the above. The new credit you are likely to require, for £2,000 to £2,500 on Messina, shall be forthcoming, when wanted.

The insurance on any shipments in consequence, is, we see, to rest, in this instance, with us, but not altogether with your consent, thinking, no doubt, that our premiums here are too high. We hope that may not be the case, when we come to effect the insurance, as we would much rather earn our commissions in that regular way, when not otherwise disadvantageous to you, than charge 1½ pr. ct. on the drafts only. We notice your proposal, however, in this respect, and shall, if necessary, endeavour to meet your wishes.

Herewith we send you account sales of the 98 cases of ashes, by the Sovereign, [C] 1 *a* 98, producing nett to your credit £356 10*s*. 1*d*. cash, from the 15th October next. For the remainder of the T mark, we are still without a purchaser, and the article, we are sorry to say, is not improving. The case of tobacco is also yet on hand.

We enclose a letter from Mr. George Moore, of Trieste. That friend acquaints us, that he wishes, in consequence of what you had suggested, that we should increase the credit we gave you for

advances on his account, to £3,000, and we now comply with his request, in extending the credit to this latter amount; we cannot, at the same time, well understand why the larger sum should be required before the £2,000, originally credited, or any part of it, should have been used.

This, however, regards our Trieste friend, and you more than us, and it is not at all meant as an objection.

We remain, sir,

Your ob't serv't,

BELL & GRANT.

London, 22 *June*, 1831.

W. H. Thorn, Esq., New York:

Sir,—The annexed is a copy of our last; we have since had the pleasure of receiving your favors of the 9th and 23d ult., the former by the Jas. & H'y Cummings, which vessel is arrived, and now landing your 14 cases of Cuba tobacco. In that article, we regret to say, we are making no progress yet, or can we make sales for the present of any more of your ashes, such is the dull and depressed state of our market.

Your favour us with an extract of what Mess. Archias & Co., of Marseilles, mention as to the difficulty they experience in operating on the credit for advances on consignment, in consequence of insurance being stipulated to be made in London, a difficulty we hear of for the first time, in cases of this nature, and which they did not start on acknowledging the credit when opened, nor can we, with all deference to these friends, think it now well grounded; being quite sure that whatever premiums may be in the U. S., (and there, as you know, we have in many instances given way), they are as low in London as they are at Marseilles, and that the insurance, all things considered, can be better and more securely effected here than there. We have addressed Mess.'s Archias & Co. on this subject, and expressed our hope that the shippers, on due consideration, will see no objection to comply with what has every where been a fixed custom, especially as at the premiums now going, say about 1¼ pr. ct. on all, except very susceptible goods, there can be no disadvantage in their doing so. We hope this may smooth the objection made, which we must again say surprises us, as we are at this moment doing insurances for other Marseilles houses, on their own French vessels, from their own colonies to Marseilles, and it is not likely they would commit them to us, if they could do them cheaper, or even as cheap, as we do them here.

It is always our wish when we open a credit, to make it efficient for our friends, and should be very reluctant to throw any unnecessary obstacle in the way, but we think there should be some more

cogent reason for our relinquishing the insurance than is given in the present instance.

We observe that the Autumn has been finally fixed for the cargo of sugars from Matanzas to Leghorn, and we hope she will make a good voyage of it; but the letter you will find inclosed from Messrs. Bell, De Yough & Co., gives rather a desponding state of their market. These friends have drawn upon us for the cost of 100 bags of pressed rags, shipped for your account in the brig "Hope," Capt. Hooper, £675 4 4, of which, and of the insurance effected on £700, we annex a note amounting together to £705 2 0, to your debit, as cash from the 10th Sept. The premium in this case you will say exceeds that we have just mentioned in writing, respecting Messrs. Archias & Co., but rags are considered as very liable to damage, and the premium is high, say 2½ per ct.

We remain, very truly,
BELL & GRANT.

London, 22 *January*, 1831.

Mr. W. H. Thorn, New York.

Sir,—We have none of your favours since the date of the preceding copies of our two last letters.

In compliance with a wish expressed to us by Mr. George Moore, of Trieste, we have now to open a credit to you, to the amount of two thousand pounds (£2000,) to be used to the extent of one half, or at most ¾ths of the cost of any consignment you may make, or procure to be made to him, and your drafts for which we hold ourselves ready to accept for Mr. Moore's account on your furnishing us with a bill of lading and copy of invoice; also, with orders for insurance, when it may be deemed eligible to effect it in this country, but if made in the U. S. the policy to be assigned over and deposited with our mutual friend, Mr. G. F. Darby, on Mr. Moore's behalf. The credit to remain in force till otherwise ordered, and to be understood as being for £2000 to be pending at any one time.

We shall be glad to see good arise out of this arrangement to your and our friend Mr. Moore, and we remain,

Very truly, &c.
BELL & GRANT.

Mr. Moore in his letter to us, requests we may increase the credit to Messrs. Payson & Co., of Messina, to £1800, but this is already provided for, by our having opened one for £2000. Mr. Moore promises to remit us shortly, about a like sum (£1800) for your account.

B. & G.

London, 29 *June*, 1831.

W. H. Thorn, Esq.

Sir,—Your letter of the 21 ulto. has reached us since we addressed you on the as per copy above, and by which you will learn, that Messrs. Bell, De Yough & Co. having drawn upon us for the cost of the rags by the "Hope," we had already insured them here. We observe, that in conjunction with Messrs. Francia, Thompson & Co., you had engaged the brig "Napoleon" to proceed to Matanzas, and there load a cargo of coffee for Leghorn, to the address of Messrs. Bell, De Yough & Co. We hope the adventure will turn out well, but the cost at Matanzas ought to be moderate, for our European markets are no longer as lively for this article as they were some time ago.

We have sold the remaining part of your pearl ashes by the "Sovereign," at 32, duty paid, a very miserable price, but our market is so heavy and little likely to recover, we have thought it most for your interest to close.

We remain,
Your ob't serv't,
BELL & GRANT.

And the counsel for the defendant, by their cross-examination of the said William H. Thorn, proved that a short time previously to the drawing of the bills by Geo. F. Darby hereinbeforementioned, he, the said William H. Thorn, had received of said Darby, bills on the plaintiffs to the amount of £4000 sterling, as a loan to him upon the guarantee of George W. Bruen, which guarantee was in the words following:

New York, 16*th Feb'y*, 1837.

Mr. G. Frederick Darby,
Att'y of Messrs. Bell & Grant.

Dear Sir,—In consideration of the following bills this day drawn by you, at the request and for account of Mr. W. H. Thorn, on Messrs. Bell and Grant, of London, viz:

£ 2000 st'g. No. 1117, } at 60 d's order, W. H. Thorn.
" 2000 " " 1118, }

£ 4000 st'g.

Say in all, four thousand pounds sterling. I hereby guarantee to you and engage, that a remittance for a like amount, and 1 per cent. banking commission, shall be made to Messrs. Bell & Grant, of London, through you, by Mr. Thorn in first rate bills, to be approved of by you either by the packet of the 1st, or that of the 8th of April, or part by each, and understanding from you that this is an

arrangement, which at the present moment you do not feel yourself authorized to make under your latest instructions from Messrs. Bell & Grant. Mr. Thorn will, for your justification in this deviation from instructions, place in your hands collateral security, thereby making arrangement, without doubt, perfectly satisfactory to yourself and friends in London.

Believe, dear sirs,

Yours truly,

G. W. BRUEN.

And the counsel for the defendant further proved in said cross-examination of said Thorn, that the form of this guarantee was furnished for the purpose by the said G. F. Darby, in his own hand-writing, and that the said bills of £3,500 sterling herein beforementioned, were advanced by the said Geo. F. Darby to the said William H. Thorn, under a similar guarantee of the said George W. Bruen, and on the same terms and conditions as the said bills for £4000. And that these transactions respecting these bills for the £4,000 and £3,500, had no relation whatever to the said guarantee of the defendant; that the said George F. Darby was at that time the agent of the plaintiffs, and had for some time resided and still continued to reside in New York, where he was at the time of the trial; that the defendant went to Europe in November, 1836, and did not return until the following August; that the plaintiff, subsequently to the accounts herein beforementioned, had rendered to him, the said William H. Thorn, an account which was in the hand-writing of Robert Grant, one of the plaintiffs, and was in the words following:

COPY.

Corrected Account of Wm. H. Thorn with Bell and Grant.

1837. June 2.	To balance at this date, per account furnished, - - -	- - -	£11,392 3 4
	Deduct—Amount of bills charged to him in a previous account drawn under the guarantee of G. W. Bruen, - - -	£4,000 00 00	
	with commission on the same, - - - - -	40 00 00	
	and interest charged thereon, - - - - -	8 4 5	
			4,048 4 5
	Dr. - - - - - - - - -	- - -	£7,343 18 11
	G. F. Darby's bill, on his credit, - - - - -	£3,500 00 00	
	Balance of cotton credit from Pernambuco, - - -	132 13 8	
	and interest thereon, as charged in account delivered, - -	860 2 4	
			4,492 16 00
	Cr. - - - - - - - - -	- - -	£11,836 14 11
	Remittances as in former account, - - - - -	£3,500 00 00	
	Amount reimbursed by Crooke & Co., - - - -	1,383 11 3	
	Balance of wool concern, - - - - - -	23 3 10	

Nett proceeds of Samos wine, deposited to pay bills drawn from Smyrna for cost of same, due 1st March, 1839, $4,187 18 at 110 % £859 9 6			
Less 60 discount on same, - - - 7 0 8			
	£849 8 10		
Interest on these, as stated in former accounts, - - -	369 17 11		
		£6,126 1 10	
Balance due by W. H. Thorn, from 31 Dec., 1838, - - - - - -		£5,710 13 1	
N. B.—The goods deposited for payment of the £4,000 drawn under the guarantee of G. W. Bruen, and the proceeds thereof were erroneously credited W. H. Thorn in the account delivered, are left of the above.			
The difference between the former balance of - - - - - -		£6,354 3 9	
and the above - - - - - - - - - - - -		5,710 13 6	
becomes thereby a charge against G. W. Bruen of - - - - - -		£643 10 3	

(Signed,) ROBERT GRANT.

NEW YORK, 30*th June*, 1839.

And the counsel for the defendant further proved by the said William H. Thorn, that this was the last account rendered to him.

And the counsel for the defendant further proved, that in February, 1837, the said George W. Bruen was a man in good credit; his notes were passable at the bank; he could at that time have got £4,000 on his notes.

And the counsel for the defendant further proved, that for some years previously to 1831, and continuously since, the defendant had resided at Perth Amboy, in the State of New Jersey.

And the counsel for the defendant read the answers of the said O. A. Schenck, to the interrogatories administered to him by way of cross-examination under the commission herein beforementioned; which questions and answers were as follows:—

First cross-interrogatory.—If, in answer to the fifth direct interrogatory, you state what were the contents of the letter or letters therein mentioned, state particularly and fully how you know the same to be the contents of such letter or letters? Did you see such letter or letters? And if yea, can you, from your memory and recollection, state such contents? If not stated from memory and recollection, then state fully and particularly what means you possess of knowing that such are the true contents of such letter or letters. If you rely wholly or in part for such knowledge or information on any copy, note, or memorandum, then produce and deliver to the commissioners such note, memorandum, or copy; and state whether you know when the same was made; and if yea, then state at what time and by whom the same was made; and whether any and what additions or alterations have been made upon the same since it was first made; in whose possession is it? Is it in the possession or under the control of the plaintiffs? And if not now in their possession or under their control, then state to the best of your knowledge, information, or belief, whether it has been lately or ever, and when in their possession or under their control, and when and how such possession or control ceased?

To the first cross-interrogatory, deponent saith, that having, in his answer to the fifth direct interrogatory, stated what were the contents of the letter therein mentioned, being the letter of the said plaintiffs to the said defendant, of the fourteenth of June, one thousand eight hundred and thirty-one, now in answer to this cross-interrogatory, deposeth, that he knows the same to be contents of the said letter, from having carefully compared and examined the same with the entry or copy of the said letter, made by deponent in the letter-book of the said plaintiffs, as in deponent's answer to the said fifth direct interrogatory stated; and deponent saith, that he did see the original of the said letter, and that he cannot, from memory and recollection, state the contents thereof,—but hath stated and doth state the contents thereof to be the same as are set forth in the paper writing or exhibit A, annexed to deponent's

deposition to the direct interrogatory, and that his means of knowing that the same are the true contents of the said letter, are as set forth by deponent in his answer to the said fifth direct interrogatory; and deponent saith, that the book he now produces to the commissioner is the letter-book of the plaintiffs produced by him on his examination to the said fifth direct interrogatory, and contains the copy of the said letter made at the time or immediately after the same was written; and deponent points out to the commissioner and again refers to such copy, and saith that it was made and examined by deponent, and in such manner as *are* stated in deponent's said answer to the said fifth direct interrogatory, and that no alteration or addition has been made upon the same since it was first made; and deponent saith, that the said letter-book is in the possession and under the control of the plaintiffs, and containing numerous other copies of other letters written by them to various correspondents, and is, as deponent believes, required by them for the purposes of their business, and for this and the other reasons stated by deponent in his answer to the said fifth direct interrogatory, could not and cannot be delivered to deponent, or the said copy therein of the said letter be given by deponent to the said commissioner for the purpose of being annexed to his former or these his present depositions.

Second cross-interrogatory.—If, in answer to the fifth direct interrogatory, you produce and deliver to the commissioner a copy of the letter therein mentioned, state whether you know when such copy was made? And if you do, then state at what time and by whom such copy so produced by you, was made, and particularly whether such copy was made and copied directly from the original letter, or whether it was made or copied from a copy? Was any copy made directly from the original letter, and if yea, where is such last mentioned copy? Is it in the possession or under the control of the plaintiffs? and if it is not at present, has it, to the best of your knowledge or belief, ever been in the possession or under the control of the plaintiffs, and when and how did such possession and control cease?

To the second cross-interrogatory, deponent saith, that the copy of the letter in the said letter book of the said plaintiffs, produced by deponent, to the said commissioner in deponent's examination to the said fifth direct interrogatory, and the last preceding cross-interrogatory, was made by deponent at the time deponent's answer to the said last preceding cross-interrogatory stated, and that such copy was made from and examined with the original of the said letter, by deponent, and is now, as herein before stated by deponent, in the possession of the said plaintiffs; and deponent saith that the copy or exhibit A, annexed to deponent's said deposition in chief, is, as before deposed to by deponent, a copy of the said copy in the said letter book of the said plaintiffs, so as aforesaid, produced to the said commissioner, and was made, as depo-

nent believes, by Frederick James Jonson, now a clerk of the plaintiffs, shortly before deponent's examination to the said fifth direct interrogatory.

Tenth cross-interrogatory. Are you aware that in or about the year 1836, the defendant was in London, and saw repeatedly the plaintiffs or one of them? Was any notice then given to him by the said plaintiffs, so far as you know, that they then held or relied upon any guarantee of his for W. H. Thorn?

To the tenth cross-interrogatory, deponent saith, that in or about the year one thousand eight hundred and thirty-six, the defendant was in London, and saw the plaintiffs several times, but whether any notice was or was not then given to him by the said plaintiffs, that they held or relied upon any guarantee of his for W. H. Thorn, deponent does not know.

And the counsel of the defendant further gave evidence tending to prove other matters on which he insisted in his defence, in this suit.

And thereupon, the plaintiffs' counsel, further to maintain and prove the said issue on their part, among other things, gave in evidence in reference to the said matters of defence of the defendants by William H. Thorn, that in and prior to April, 1831, he had credit, with the plaintiffs for Marseilles, Leghorn and Messina; that he began business in New York, in the year 1830, succeeding to the business of the house of "G. W. & H. Bruen," of New York, sons of the defendant, which firm had failed; that George W. Bruen, son of the defendant, was interested in the said business of him, the said Thorn; that George W. Bruen also transacted business at New York, in the name of the defendant, in the year eighteen hundred and thirty-one, but there was no regular established house in the name of the defendant, and subsequently adventures were conducted in defendant's name. And George W. Bruen acted as the general agent of the defendant until the fall of the year eighteen hundred and thirty-five, and that the defendant, who resided at Perth Amboy, in New Jersey, was in New York frequently during this period; that, by the accounts of W. H. Thorn with Bell & Grant, it appears that at the end of December, 1831, the balance in their favor was £3,714. 16. 7, comprising two bills by Archias & Co., subsequent to April, one of £1,648, and one of £854; that at end of June, 1832, the balance was £1,184. 11. 9, out of debits amounting to £1,5207, comprising two bills in favor of Archias & Co., £1,465 and £1,414; that at the end of June, 1833, the balance in favor of the plaintiffs, was £2,894, out of an amount of debits to £20,832. 12. 4, of which bills in favor of Archias & Co., for the year , were £5,400; that at the end of December, 1833, the balance in favor of the plaintiffs, was £7,250, out of an amount of debits to £14,754. 5. 8, of which bills in favor of Archias & Co., amounting to £6,000; that at the end of June, 1834, the balance in favor of the plaintiffs, was £8,084. 18. 4, out of an amount of debits

to £19,968. 18. 2, of which, bills in favor of Archias & Co., amounting to £ ; that at the end of December, 1834, the balance in favor of the plaintiffs, was £2,864, out of an amount of debits to £11,250, of which the bills in favor of Archias & Co., amounted to £1,600; that at the end of June, 1835, the balance in favor of the plaintiffs, was £4,104. 6. 10, out of an amount of debits to £21,062. 18. 11, of which the bills in favor of Archias & Co., amounted to £8,000.

That the other bills of exchange charged to his account, were upon credits opened by him on Bell & Grant, to other houses.

That George W. Bruen was fully conversant with the said business of the said W. H. Thorn, and knew of the guarantee; that he was in the habit of opening letters addressed to the defendant, signing letters, and signing negotiable securities in the defendant's name, per procuration.

That he held the defendant's power of attorney until the fall of 1835, when the defendant went to Europe, and then withdrew his power of attorney; up to that time, George W. Bruen took charge of all the interest in New York, of the defendant.

And the counsel for the plaintiffs read in evidence, under the allowance of the court, restricting it to the purpose of shewing that the plaintiffs had relied on the guarantee, the answer of A. O. Schenck to an interrogatory administered to him under a commission to London, which question and answer are as follows:

Seventh. Do you know, or are there any facts in your knowledge, tending to shew that any of the above credits were given in reliance on any guarantee for W. H. Thorn's credits on Bell & Grant? If you , detail all your knowledge and all such facts, and on whose guarantee.

To the seventh interrogatory, the said deponent saith, that from previous to the year one thousand eight hundred and thirty-one, to the time of his quitting the employment of the said Bell & Grant, deponent sat in the same room or counting house in which both the said James Christian Clement Bell and Robert Grant were in the habit of sitting and transacting their business, and in which also sat the father of this deponent, who was and had been for many years the cashier of the said Bell and Grant, and greatly in their confidence; and deponent was well acquainted with the daily mercantile operations of the said Bell & Grant; and deponent saith, that as well from his perusal at the time, of the letters which were received and written by the said Bell & Grant, on the subject of their account and transactions with the said W. H. Thorn, as also from various conversations which deponent had with the said James Christian Clement Bell and Robert Grant, and also heard between them, and also between them and deponent's said father, on the subject of the account of and transactions with the said W. H. Thorn, and the several bills drawn upon them in respect thereof,

and the directions which this deponent either himself received or heard given to his said father, with regard to such bills, deponent has no doubt whatever but that the credits given to the said La Cave & Echicopar, R. Anderson & Co., and Amic, Zipcey & Co., as enquired of by deponent by this interrogatory, were given by the said Bell & Grant, in full reliance on a letter of guarantee, which they had received from the said Matthias Bruen, of the twenty-third of April, one thousand eight hundred and thirty-one; and that without such letter of guarantee, the said Bell & Grant would not have given the said credits or any of them.

And the counsel of the plaintiffs further gave in evidence two powers of attorney, executed by the defendant, which had been recorded in the register's office of the city and county of New York, as follows:

Know all men by these presents, that I, Matthias Bruen, of Perth Amboy, New Jersey, have made, constituted and appointed, and by these presents do make, constitute and appoint George W. Bruen, of the city of New York, merchant, my true and lawful attorney, for me in my name, place and stead, to manage, conduct and carry on all and singular my business and affairs of what nature or kind soever; to take and acquire for me, by purchasing, bargaining for and merchandizing all goods, wares, merchandize, goods, chattels, stocks, property, effects, lands and tenements, all and all manner of contracts, covenants and dealings therewith; to make, execute and carry on all sales, transfers, hypothecation, pledges, mortgages, and dispositions thereof; to make and perfect all and all manner of contracts, covenants, promises, bills of exchange, promissory notes, acceptances, endorsements, bonds, deeds, conveyances and assurances; to make, execute and acknowledge, to receive, open and answer letters, claims, demands and disputes; to liquidate, adjust, compromise, submit to arbitration and release, to sign checks, endorse notes, and transact all business of whatever kind with the Manhattan Company, giving and granting unto my said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I myself might or could do, if personally present; with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, the twenty-third day of December, in the year of our Lord one thousand eight hundred and twenty-eight.

M. BRUEN. [L. S.]

Sealed and delivered in the presence of
WM. ROBERTS.

Know all men by these presents, that I, Matthias Bruen, of Perth

Amboy, New Jersey, have made, constituted, and appointed, and by these presents do make, constitute, and appoint George W. Bruen, of the city of New York, merchant, my true and lawful attorney for me, and in my name, place, and stead, to manage, conduct, and carry on all and singular my business and affairs of what nature or kind soever; to take and acquire for me by purchasing, bargaining for and merchandizing all goods, wares and merchandize, goods, chattles, stocks, property, effects, lands and tenements, all and all manner of contracts, covenants, and dealings therewith; to make, execute and carry on all sales, transfers,, hypothecation, pledges, mortgages, and dispositions thereof, to make and perfect all and all manner of contracts, covenants, promises, bills of exchange, promissory notes, acceptances, endorsements, bonds, deeds, conveyances, and assignments; to make, execute and acknowledge, to receive, open and answer letters, claims, demands, and disputes; to liquidate, adjust, compromise, submit to arbitration, and release, to sign checks, endorse notes, and transact all business of whatever kind; and also, I, the said Matthias Bruen, do hereby give unto my said attorney full power and authority, for me and in my name, to sell and dispose of, mortgage or lease any house, and all houses, and any and all lands or tenements to me belonging or appertaining, and wheresoever situated, and to make execute and deliver any proper deeds of conveyance for me, and in my name, of the same, in fee or upon condition or for a term of years, that may be requisite therefor in the premises given; and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, in and about the premises, as fully to all intents and purposes as I, myself, might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, the nineteenth day of December, in the year of our Lord one thousand eight hundred and thirty-three.

M. BRUEN. [L. S.]

Sealed and delivered in presence of
RICH'D J. WELLS, *Not. Pub.*

And the counsel of the plaintiffs further gave evidence in opposition to other matters of defenee insisted on by the defendant, and the evidence being closed, the counsel of the defendant then insisted and prayed the court to instruct the jury, among other things, as matter of law, that the letter of guarantee of April 23, 1831, was void, as not expressing a consideration: that the said letter of guarantee was confined to credits to be opened to the house of Archias & Co., or other houses with whom Thorn might deal at Marseilles, and therefore could not cover the advances upon the bills of exchange given